

Louisville Gas and Electric Company

220 West Main Street
Louisville, Kentucky

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Rates, Terms and Conditions for Furnishing ELECTRIC SERVICE

In the nine counties of the Louisville, Kentucky, metropolitan area
as depicted on territorial maps as filed with the

PUBLIC SERVICE COMMISSION OF KENTUCKY

Date of Issue
July 20, 2004

Date Effective
With Service Rendered
On and After
July 1, 2004

Issued by
Michael S. Beer, Vice President

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/1/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 
Executive Director

Louisville Gas and Electric Company

Tenth Revision of Original Sheet No. 1
P.S.C. of Ky. Electric No. 6

GENERAL INDEX

Standard Electric Rate Schedules – Rules and Regulations

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>
General Index	1	08-01-06
SECTION 1 – Standard Rate Schedules		
RS Residential Service	5	06-30-05
VFD Volunteer Fire Department Service	6	06-30-05
GS General Service	10	06-30-05
LC Large Commercial Rate LC	15	06-30-05
LC-TOD Large Commercial Time-of-Day Rate	20	06-30-05
LP Large Power Industrial Service	25	06-30-05
LP-TOD Large Power Industrial – Time-of-Day Service	30	06-30-05
LI-TOD Large Industrial Time-of-Day Service	33	06-30-05
OL Outdoor Lighting	35	06-30-05
PSL Public Street Lighting	36	06-30-05
LS Lighting Service	37	06-30-05
SLE Street Lighting Energy	38	06-30-05
TLE Traffic Lighting Energy	39	06-30-05
SQF Small Capacity Cogeneration Qualifying Facilities	40	08-24-04
LQF Large Capacity Cogeneration Qualifying Facilities	41	11-01-95
CTAC Cable Television Attachment Charges	45	01-01-91
NMS Net Metering Service	48	02-10-05
Special Charges	49	07-01-04
SECTION 2 – Riders to Standard Rate Schedules		
CSR1 Curtailable Service Rider 1	50	07-01-04
CSR2 Curtailable Service Rider 2	51	07-01-04
CSR3 Curtailable Service Rider 3	52	07-01-04
IFL Intermittent/Fluctuating Load Rider	53	07-01-04
EF Excess Facilities	54	07-01-04
KWH Kilowatt-Hours Consumed by Lighting Unit	55	07-01-04
SS Supplemental/Standby Service Rider	56	07-01-04
RC Redundant Capacity	57	07-01-04
LRI Load Reduction Incentive Rider	58	08-01-06
SECTION 3 – Pilot Programs		
STOD Small Time-of-Day Rate	62	06-30-05
SECTION 4 – Adjustment Clauses		
FAC Fuel Adjustment Clause	70	06-30-05
DSM Demand-Side Management Cost Recover Mechanism	71	04-03-06
ECR Environmental Cost Recovery Surcharge	72	10-16-03
MSR Merger Surcredit Rider	73	10-16-03
VDSR Value Delivery Surcredit Rider	75	04-01-06
FF Franchise Fee Rider	76	10-16-03
ST School Tax	77	07-01-04
HEA Home Energy Assistance Program	78	10-01-04
SECTION 5 – Terms and Conditions		
Customer Bill of Rights	80	07-01-04
General	81	07-01-04
Customer Responsibilities	82	07-01-04
Company Responsibilities	83	07-01-04
Character of Service	84	07-01-04
Special Terms and Conditions Applicable to Rate RS	85	07-01-04
Billing	86	07-01-04
Deposits	87	07-01-04

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John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

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Louisville Gas and Electric Company

Original Sheet No. 1.1
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GENERAL INDEX

Standard Electric Rate Schedules – Rules and Regulations

<u>Title</u>	<u>Sheet Number</u>	<u>Effective Date</u>
SECTION 5 – Terms and Conditions (continued)		
Budget Payment Plan	88	07-01-04
Bill Format	89	07-01-04
Discontinuance of Service	90	07-01-04
Line Extension Plan	91	01-01-82
Underground Service Rules	92	01-01-04
Energy Curtailment	93	04-14-96

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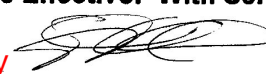
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Louisville, Kentucky

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Louisville Gas and Electric Company

Second Revision of Original Sheet No. 5
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

RS

Residential Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available for single phase, single family residential service subject to the terms and conditions on Sheet No. 85 of this Tariff.

RATE

Customer Charge: \$5.00 per month

Plus an Energy Charge of:
5.955¢ per KWH

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Demand-Side Management Cost Recovery Mechanism	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77
Home Energy Assistance Program	Sheet No. 78

MINIMUM CHARGE

The customer charge will be the minimum charge.

LATE PAYMENT CHARGE

The bill will be rendered at the above net charges (including net minimum bills when applicable) plus an amount equivalent to 5% thereof, which amount will be deducted provided bill is paid within 15 days from date.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Louisville Gas and Electric Company

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P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

VFD

Volunteer Fire Department Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available for single-phase delivery, in accordance with the provisions of KRS 278.172, to any volunteer fire department qualifying for aid under KRS 95A.262. It is optional with the customer whether service will be provided under this schedule or any other schedule applicable to this load.

DEFINITION

To be eligible for this rate a volunteer fire department is defined as:

- 1) having at least 12 members and a chief,
- 2) having at least one fire fighting apparatus, and
- 3) more than half the members must be volunteer.

RATE

Customer Charge: \$5.00 per month

Plus an Energy Charge of:
5.955 cents per KWH

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Demand-Side Management Cost Recovery Mechanism	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

MINIMUM CHARGE

The Customer Charge shall be the minimum charge.

LATE PAYMENT CHARGE

The bill will be rendered at the above net charges (including net minimum bills when applicable) plus an amount equivalent to 5% thereof, which amount will be deducted provided the bill is paid within 15 days from date.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

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D

This sheet, which previously contained the
Residential Prepaid Metering schedule, is
withdrawn.

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General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

Louisville Gas and Electric Company

First Revision of Original Sheet No. 7.1
P.S.C. of Ky. Electric No. 6

D

This sheet, which previously contained the
Residential Prepaid Metering schedule, is
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Louisville Gas and Electric Company

First Revision of Original Sheet No. 7.2
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D

This sheet, which previously contained the
Residential Prepaid Metering schedule, is
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Louisville Gas and Electric Company

First Revision of Original Sheet No. 10
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

GS

General Service Rate

APPLICABLE

In all territory served

AVAILABILITY OF SERVICE

Available to any customer for alternating current service, single-phase or three-phase, for lighting, power, and other general usage, measured and delivered at one of Company's standard distribution voltages; provided, however, that after July 1, 2004, this rate shall not be available for the addition of customers with connected loads of 500 kilowatts or more (such customers may take service under Rate LC or Rate LP, as applicable). Service taken through each meter will be billed separately. If customer desires to take lighting service through a three-phase meter, the customer shall furnish and maintain any transformation or voltage regulatory equipment required for such lighting service.

RATE

Customer Charge: \$10.00 per meter per month for single-phase service
\$15.00 per meter per month for three-phase service

Winter Rate: (Applicable during 8 billing periods
of October through May)

All kilowatt-hours per month 6.381¢ per KWH

Summer Rate: (Applicable during 4 billing periods
of June through September)

All kilowatt-hours per month 7.154¢ per KWH

PRIMARY DISCOUNT

A discount of 5% will be applied to the amount computed in accordance with the above charges when the customer takes service at distribution or transmission line voltage of 2300 volts or higher, and furnishes, installs, and maintains complete substation structure and all equipment necessary to take service at the voltage available at the point of connection. Primary service under this rate schedule is restricted to those customers being billed under this rate schedule as of its effective date July 1, 2004.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause
Demand-Side Management Cost Recovery Mechanism
Environmental Cost Recovery Surcharge
Merger Surcredit Rider
Value Delivery Surcredit Rider
Franchise Fee Rider
School Tax

Sheet No. 70

Sheet No. 71

Sheet No. 72

Sheet No. 73

Sheet No. 75

Sheet No. 76

Sheet No. 77

PUBLIC SERVICE COMMISSION
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SECTION 9(1)

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John R. McCall, Executive Vice President,
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Louisville, Kentucky

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Louisville Gas and Electric Company

Original Sheet No. 10.1
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

GS

General Service Rate

MINIMUM CHARGE

The Customer Charge shall be the minimum charge.

LATE PAYMENT CHARGE

The bill will be rendered at the above net charges (including net minimum bills when applicable) plus an amount equivalent to 5% thereof, which amount will be deducted provided bill is paid within 15 days from date.

TERM OF CONTRACT

For a fixed term of not less than one year and for such time thereafter until terminated by either party giving 30 days written notice to the other of the desire to terminate.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable

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Louisville Gas and Electric Company

First Revision of Original Sheet No. 15
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

LC

Large Commercial Rate

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule is available for alternating current service to customers whose monthly demand is less than 2,000 kilowatts and whose entire lighting and power requirements are purchased under this schedule at a single service location.

RATE

Customer Charge: \$65.00 per delivery point per month.

Demand Charge:

Secondary
Distribution

Primary
Distribution

Winter Rate: (Applicable during 8 billing periods
of October through May)

All kilowatts of billing demand

\$11.14 per KW
per month

\$9.52 per KW
per month

Summer Rate: (Applicable during 4 billing periods
of June through September)

All kilowatts of billing demand

\$14.20 per KW
per month

\$12.32 per KW
per month

Energy Charge: All kilowatt-hours per month 2.417¢ per KWH

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause
Demand-Side Management Cost Recovery Mechanism
Environmental Cost Recovery Surcharge
Merger Surcredit Rider
Value Delivery Surcredit Rider
Franchise Fee Rider
School Tax
Program Cost Recovery Mechanism

Sheet No. 70
Sheet No. 71
Sheet No. 72
Sheet No. 73
Sheet No. 75
Sheet No. 76
Sheet No. 77
Sheet No. 62

DETERMINATION OF BILLING DEMAND

The monthly billing demand shall be the highest average load in kilowatts recorded during any 15-minute interval in the monthly billing period; but not less than 10% of the maximum demand similarly determined for any of the four billing periods of June through September within the 11 preceding months; nor less than 25 kilowatts (10 kilowatts to any customer served under this rate schedule on March 1, 1964).

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Louisville Gas and Electric Company

Original Sheet No. 15.1
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

LC

Large Commercial Rate

Where light and power service at a single service location are measured through separate meters, the highest 15-minute demands for each character of service shall be combined for billing purposes.

PRIMARY DISTRIBUTION SERVICE

The above demand charge for primary distribution service is predicated on the customer's taking service at the applicable voltage and furnishing, installing, and maintaining complete substation structure and all equipment necessary to take service at such voltage. The nominal primary distribution voltages of Company, where available, are 2400/4160Y, 7200/12,470Y, 13,800 or 34,500.

MINIMUM CHARGE

The bill shall in no event be less than the Customer Charge plus the Demand Charge computed upon the billing demand for the month.

LATE PAYMENT CHARGE

The bill will be rendered at the above net charges (including net minimum bills when applicable) plus an amount equivalent to 1% thereof, which amount will be deducted provided bill is paid within 15 days from date.

EXIT AND EMERGENCY LIGHTING

Where governmental code or regulation requires a separate circuit for exit or emergency lighting, the demand and consumption of such separate circuit may be combined for billing with those of the principal light and power circuit or circuits.

TERMS OF CONTRACT

Contracts under this rate shall be for an initial term of one year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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ELECTRIC RATE SCHEDULE

LC-TOD

Large Commercial Time-of-Day Rate

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule is available for alternating current service to customers whose monthly demand is equal to or greater than 2,000 kilowatts and whose entire lighting and power requirements are purchased under this schedule at a single service location. Customers with loads between 150 KW and 2,000 KW receiving service under this rate schedule as of July 1, 2004, will continue to be served under this rate schedule.

RATE

Customer Charge: \$90.00 per delivery point per month

Demand Charge:

Basic Demand Charge

Secondary Distribution	\$3.22 per KW per month
Primary Distribution	\$2.17 per KW per month

Applicable to the highest average load in kilowatts recorded during any 15-minute interval in the monthly billing period, but not less than 50% of the maximum demand similarly determined for any of the four billing periods of June through September within the 11 preceding months.

Peak Period Demand Charge

Secondary Distribution:

Summer Peak Period	\$10.98 per KW per month
Winter Peak Period	\$ 7.92 per KW per month

Primary Distribution:

Summer Peak Period	\$10.15 per KW per month
Winter Peak Period	\$ 7.35 per KW per month

Applicable to the highest average load in kilowatts recorded during any 15-minute interval of the peak period, as defined herein, in the monthly billing period, but not less than 50% of the maximum demand similarly determined for any of the four billing periods of June through September within the 11 preceding months.

Energy Charge 2.417¢ per KWH

SUMMER PEAK PERIOD is defined as weekdays from 10 A.M. to 9 P.M., Eastern Standard Time, during the 4 billing periods of June through September.

WINTER PEAK PERIOD is defined as weekdays from 8 A.M. to 10 P.M., Eastern Standard Time, during the 8 billing periods of October through May.

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Louisville Gas and Electric Company

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ELECTRIC RATE SCHEDULE

LC-TOD

Large Commercial Time-of-Day Rate

PRIMARY DISTRIBUTION SERVICE

The above demand charge for primary distribution service is predicated on the customer's taking service at the applicable voltage and furnishing, installing, and maintaining complete substation structure and all equipment necessary to take service at such voltage. The nominal primary distribution voltages of Company, where available, are 2400/4160Y, 7200/12,470Y, 13,800 or 34,500.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Demand-Side Management Cost Recovery Mechanism	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

MINIMUM CHARGE

The bill shall in no event be less than the Customer Charge plus the Demand Charge computed upon the billing demand for the month.

LATE PAYMENT CHARGE

The bill will be rendered at the above net charges (including net minimum bills when applicable) plus an amount equivalent to 1% thereof, which amount will be deducted provided bill is paid within 15 days from date.

EXIT OR EMERGENCY LIGHTING

Where governmental code or regulation requires a separate circuit for exit or emergency lighting, the demand and consumption of such separate circuit may be combined for billing with those of the principal light and power circuit or circuits.

TERMS OF CONTRACT

Contracts under this rate shall be for an initial term of one year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Louisville, Kentucky

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Louisville Gas and Electric Company

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P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE LP Large Power Industrial Rate

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule is available for three-phase power and lighting service to industrial customers whose monthly demand is less than 2,000 kilowatts, the customer to furnish and maintain all necessary transformation and voltage regulatory equipment required for lighting usage. As used herein, the term "industrial" shall apply to any activity engaged primarily in manufacturing or to any other activity where the usage for lighting does not exceed 10% of total usage.

RATE

Customer Charge: \$90.00 per delivery point per month

Demand Charge:	Secondary Distribution	Primary Distribution	Transmission Line
Winter Rate: (Applicable during 8 billing periods of October through May)			
All kilowatts of billing demand	\$11.76 per KW per month	\$ 9.96 per KW per month	\$8.76 per KW per month
Summer Rate: (Applicable during 4 billing periods of June through September)			
All kilowatts of billing demand	\$14.35 per KW per month	\$12.55 per KW per month	\$11.35 per KW per month

Energy Charge: All kilowatt-hours per month 2.068¢ per KWH

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Demand-Side Management Cost Recovery Mechanism	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

Customers receiving service hereunder may elect not to participate in programs pursuant to the DSM Cost Recovery Mechanism, and such customers will not be assessed a charge thereunder. A customer may not opt out of the DSM Cost Recovery Mechanism for three years from the date it last received a DSM program pursuant to the mechanism. Those customers that opt out must pay in a lump sum any unpaid balance of its share of the costs of any DSM programs it has received. However, a customer who opts out may reverse that election and participate under the DSM Cost Recovery Mechanism.

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General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

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ELECTRIC RATE SCHEDULE

LP

Large Power Industrial Rate

DETERMINATION OF BILLING DEMAND

The monthly billing demand shall be the highest average load in kilowatts recorded during any 15-minute interval in the monthly billing period; but not less than 50% of the maximum demand similarly determined for any of the four billing periods of June through September within the 11 preceding months; nor less than 25 kilowatts (10 kilowatts to any customer served under this rate schedule on March 1, 1964).

PRIMARY DISTRIBUTION AND TRANSMISSION LINE SERVICE

The above demand charges for primary distribution and transmission line service are predicated on the customer's taking service at the applicable available voltage and furnishing, installing, and maintaining complete substation structure and all equipment necessary to take service at such voltage. The nominal primary distribution voltages of Company, where available, are 2,400/4,160Y, 7,200/12,470Y, 13,800, or 34,500. The transmission line voltages of Company, where available, are 69,000, 138,000 and 345,000.

POWER FACTOR PROVISION

In the case of customers with maximum demands of 150 kilowatts or more, the monthly demand charge shall be decreased .4% for each whole one per cent by which the monthly average power factor exceeds 80% lagging and shall be increased .6% for each whole one per cent by which the monthly average power factor is less than 80% lagging. Customers with maximum demands less than 150 kilowatts shall maintain an average lagging power factor of not less than 80%, and suitable accessory equipment shall be installed by such customers where necessary to avoid a lower power factor.

Monthly average power factor shall be determined by means of a reactive component meter ratcheted to record only lagging reactive kilovolt ampere hours, used in conjunction with a standard watt-hour meter.

MINIMUM CHARGE

The Customer Charge plus the monthly billing demand, which is the highest average load in kilowatts recorded during any 15-minute interval in the monthly billing period; but not less than 50% of the maximum demand similarly determined for any of the four billing periods of June through September within the 11 preceding months; nor less than 25 kilowatts (10 kilowatts to any customer served under this rate schedule on March 1, 1964).

LATE PAYMENT CHARGE

The bill will be rendered at the above net charges (including net minimum bills when applicable) plus an amount equivalent to 1% thereof, which amount will be deducted provided bill is paid within 15 days from date.

EXIT OR EMERGENCY LIGHTING

Where governmental code or regulation requires a separate circuit for exit or emergency lighting, the demand and consumption of such separate circuit may be combined for billing with those of the principal power circuit.

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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Date of Issue: July 20, 2004

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Date Effective: March 1, 2000
July 20, 2004


Michael S. Beer, Vice President
Louisville, Kentucky


Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

Louisville Gas and Electric Company

Original Sheet No. 25.2
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

LP

Large Power Industrial Rate

TERM OF CONTRACT

Contracts under this rate shall be for an initial term of one year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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PUBLIC SERVICE COMMISSION
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Louisville, Kentucky


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Louisville Gas and Electric Company

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P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

LP-TOD

Large Power Industrial Time-of-Day Rate

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule is available for three-phase power and lighting service to industrial customers whose monthly demand is equal to or greater than 2,000 kilowatts, the customer to furnish and maintain all necessary transformation and voltage regulatory equipment required for lighting usage. Company reserves the right to decline to serve any new load of more than 50,000 kilowatts under this rate schedule. As used herein, the term "industrial" shall apply to any activity engaged primarily in manufacturing or to any other activity where the usage for lighting does not exceed 10% of total usage. This monthly demand requirement of equal to or greater than 2,000 kilowatts will apply only to customers who request service under this rate on and after July 1, 2004.

RATE

Customer Charge: \$120.00 per delivery point per month

Demand Charge:

Basic Demand Charge

Secondary Distribution	\$4.62 per KW per month
Primary Distribution	\$3.52 per KW per month
Transmission Line	\$2.33 per KW per month

Applicable to the highest average load in kilowatts recorded during any 15-minute interval in the monthly billing period, but not less than 50% of the maximum demand similarly determined for any of the four billing periods of June through September within the 11 preceding months.

Peak Period Demand Charge

Secondary Distribution:

Summer Peak Period	\$9.73 per KW per month
Winter Peak Period	\$7.14 per KW per month

Primary Distribution:

Summer Peak Period	\$9.03 per KW per month
Winter Peak Period	\$6.44 per KW per month

Transmission Line :

Summer Peak Period	\$9.02 per KW per month
Winter Peak Period	\$6.43 per KW per month

Applicable to the highest average load in kilowatts recorded during any 15-minute interval of the peak period, as defined herein, in the monthly billing period, but not less than 50% of the maximum demand similarly determined for any of the four billing periods of June through September within the 11 preceding months.

Energy Charge

2.068¢ per KWH

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SECTION 9(1)

Louisville Gas and Electric Company

First Revision of Original Sheet No. 30.1
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

LP-TOD

Large Power Industrial Time-of-Day Rate

SUMMER PEAK PERIOD is defined as weekdays from 10 A.M. to 9 P.M., Eastern Standard Time, during the 4 billing periods of June through September.

WINTER PEAK PERIOD is defined as weekdays from 8 A.M. to 10 P.M., Eastern Standard Time, during the 8 billing periods of October through May.

PRIMARY DISTRIBUTION AND TRANSMISSION LINES SERVICE

The above demand charge for primary distribution and transmission line service are predicated on the customer's taking service at the applicable available voltage and furnishing, installing, and maintaining complete substation structure and all equipment necessary to take service at such voltage. The nominal primary distribution voltages of Company, where available, are 2,400/4,160Y, 7,200/12,470Y, 13,800, or 34,500. The transmission line voltages of Company, where available, are 69,000, 138,000 and 345,000.

POWER FACTOR PROVISION

The monthly demand charge shall be decreased .4% for each whole one percent by which the monthly average power factor exceeds 80% lagging and shall be increased .6% for each whole one percent by which the monthly average power factor is less than 80% lagging.

Monthly average power factor shall be determined by means of a reactive component meter ratcheted to record only lagging reactive kilovolt ampere hours, used in conjunction with a standard watt-hour meter.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Demand-Side Management Cost Recovery Mechanism	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

Customers receiving service hereunder may elect not to participate in programs pursuant to the DSM Cost Recovery Mechanism, and such customers will not be assessed a charge thereunder. A customer may not opt out of the DSM Cost Recovery Mechanism for three years from the date it last received a DSM program pursuant to the mechanism. Those customers that opt out must pay in a lump sum any unpaid balance of its share of the costs of any DSM programs it has received. However, a customer who opts out may reverse that election and participate under the DSM Cost Recovery Mechanism.

**PUBLIC SERVICE COMMISSION
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Louisville, Kentucky

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Louisville Gas and Electric Company

Original Sheet No. 30.2
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

LP-TOD

Large Power Industrial Time-of-Day Rate

MINIMUM CHARGE

The bill shall in no event be less than the Customer Charge plus the Demand Charge computed upon the billing demand for the month.

LATE PAYMENT CHARGE

The bill will be rendered at the above net charges (including net minimum bills when applicable) plus an amount equivalent to 1% thereof, which amount will be deducted provided bill is paid within 15 days from date.

EXIT OR EMERGENCY LIGHTING

Where governmental code or regulation requires a separate circuit for exit or emergency lighting, the demand and consumption of such separate circuit may be combined for billing with those of the principal power circuit.

TERM OF CONTRACT

Contracts under this rate shall be for an initial term of one year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Louisville, Kentucky


Executive Director

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Louisville Gas and Electric Company

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P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

LI-TOD

Large Industrial Time-of-Day Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available for three-phase delivery to customers up to an aggregate of two hundred (200) MVA for all customers taking service under this schedule and under the LI-TOD schedule of Kentucky Utilities Company. This schedule is restricted to individual customers whose monthly demand is twenty (20) MVA or greater. A customer is defined as large industrial time-of-day if that customer's load either increases or decreases twenty (20) MVA or more per minute or seventy (70) MVA or more in ten (10) minutes when such increases or decreases exceed one (1) occurrence per hour during any hour of the billing month.

Subject to the above aggregate limit of two hundred (200) MVA, this schedule is mandatory for all customers whose load is defined as large industrial time-of-day and not served on another standard rate schedule as of the effective date this rate schedule is approved by the Public Service Commission of Kentucky. Existing customers as of the effective date of this rate schedule, July 1, 2004, shall have the first option to the available capacity under this rate schedule by signing a contract for firm service by March 1, 2005, which commits to billing for demand related charges by July 1, 2006.

BASE RATE

Customer Charge: \$120.00 per delivery point per month

	<u>Secondary</u>	<u>Primary</u>	<u>Transmission</u>
Energy Charge of: Per monthly billing period	\$0.02068 per kWh	\$0.02068 per kWh	\$0.02068 per kWh

Plus a Demand Charge of:
Per monthly billing period of

Standard Load Charges:			
Basic Demand Charge	\$4.62 per KVA	\$3.52 per KVA	\$2.33 per KVA

Plus Peak Demand Charge			
Winter Peak	\$7.14 per KVA	\$6.44 per KVA	\$6.43 per KVA
Summer Peak	\$9.73 per KVA	\$9.03 per KVA	\$9.02 per KVA

Where the monthly Standard billing is the greater of the applicable charge per KVA times:

- the maximum metered standard demand, as measured over a fifteen (15) minute interval, for the basic demand and each peak period, in the monthly billing period,
- 60% of the maximum metered standard demand, as determined in (a) above, for the basic demand and each peak period in the preceding eleven (11) monthly billing periods,
- 60% of the contract capacity based on the expected maximum demand upon the system, or
- minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Plus Fluctuating Load Charges:

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Louisville, Kentucky

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Louisville Gas and Electric Company

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P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

LI-TOD

Large Industrial Time-of-Day Service

Basic Demand Charge	\$2.31 per KVA	\$1.76 per KVA	\$1.17 per KVA
Plus Peak Demand Charge			
Winter Peak	\$3.57 per KVA	\$3.22 per KVA	\$3.22 per KVA
Summer Peak	\$4.87 per KVA	\$4.52 per KVA	\$4.51 per KVA

Where the monthly Fluctuating billing is the greater of the applicable charge per KVA times:

- e) the maximum metered fluctuating demand, as measured over a five (5) minute interval, for the basic demand and each peak period less the maximum metered standard demand for the basic demand and each peak period in the monthly billing period, or
- f) 60% of the billed fluctuating demand, as determined in (e) above, for the basic demand and each peak period in the preceding eleven (11) monthly billing periods.

SUMMER PEAK PERIOD is defined as weekdays from 10 A.M. to 9 P.M., Eastern Standard Time, during the 4 billing periods of June through September.

WINTER PEAK PERIOD is defined as weekdays from 8 A.M. to 10 P.M., Eastern Standard Time, during the 8 billing periods of October through May.

MINIMUM BILL

The minimum bill will be the Demand Charge. Without limiting the foregoing, the Demand Charge shall be due regardless of any event or occurrence that might limit (a) Customer's ability or interest in operating Customer's facility, including but without limitation any acts of God, fires, floods, earthquakes, acts of government, terrorism, severe weather, riot, embargo, changes in law, or strikes or (b) the Company's ability to serve customer.

ADJUSTMENT CLAUSES

The amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

DUE DATE OF BILL

Customer's payment will be due within 15 days from date of bill.

TERM OF CONTRACT

Unless terminated by mutual agreement, the initial term of contract for service shall be for a fixed term of five years with successive one year term renewal until canceled by either party giving at least 1 year written notice to the other prior to the end of the initial term or the then current annual renewal period, as applicable.

Public Service Commission
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John R. McCall, Executive Vice President,
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Louisville, Kentucky

Executive Director

ELECTRIC RATE SCHEDULE

LI-TOD

Large Industrial Time-of-Day Service

PROTECTION OF SERVICE

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by the Company in its reasonable discretion, the Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by the Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by the Company. Without limiting the foregoing, the Company may require such equipment if, at any time, the megavars, harmonics, and other undesirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of the Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of the Company or others, and the Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:056, Section 14(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. The Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by the Company, Customer shall provide all available information to the Company that aids the Company in enforcing its service standards. If the Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, the Company may engage such experts and/or consultants as the Company shall determine are appropriate to advise the Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.

SYSTEM CONTINGENCIES AND INDUSTRY SYSTEM PERFORMANCE CRITERIA

Company reserves the right to interrupt up to 95% of Customer's load to facilitate Company compliance with system contingencies and with industry performance criteria. Customer will permit Company to install electronic equipment and associated real-time metering to permit Company interruption of Customer's load. Such equipment will immediately notify Customer five (5) minutes before an electronically initiated interruption that will begin immediately thereafter and last no longer than ten (10) minutes nor shall the interruptions exceed twenty (20) per month. Such interruptions will not be accumulated nor credited against annual hours, if any, under the CURTAILMENT SERVICE RIDER 3. Company's right to interrupt under this provision is restricted to responses to unplanned outage or de-rates of LG&E Energy LLC System ("LEC System") owned or purchased generation or when Automatic Reserve Sharing is invoked with ECAR or an ISO/TRO. LEC System, as used herein, shall consist of LG&E and KU. At customer's request, Company shall provide documentation of the need for interruption under this provision within sixty (60) days of the end of the applicable billing period.

LIABILITY

In no event shall the Company have any liability to the Customer or any other party affected by the electrical service to the Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to the Customer or any other party. In the event that the Customer's use of the Company's service causes damage to the Company's

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Louisville Gas and Electric Company

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ELECTRIC RATE SCHEDULE

LI-TOD

Large Industrial Time-of-Day Service

property or injuries to persons, the Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold the Company harmless from any and all suits, claims, losses, and expenses associated therewith.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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ELECTRIC RATE SCHEDULE **OL** **Outdoor Lighting Service**

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE - RESTRICTED

To any customer who can be served in accordance with the special terms and conditions set forth herein and who is willing to contract for service in accordance with such special terms and conditions. This rate schedule will continue to be available only to customers that were being served hereunder on July 1, 2004, and will not be available for the addition of new customers.

CHARACTER OF SERVICE

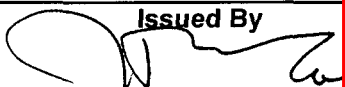
This rate schedule covers electric lighting service to outdoor equipment for the illumination of streets, driveways, yards, lots and other outdoor areas. Company will provide, own and maintain the lighting equipment, as hereinafter described, and will furnish the electrical energy to operate such equipment. Service under this rate will be available on an automatically controlled dusk-to-dawn every-night schedule of approximately 4000 hours per year, and only to the types of lighting units specified herein.

RATES

Type of Unit	Rate Per Month Per Unit	
<u>Overhead Service</u>	Installed Prior to	Installed After
<u>Mercury Vapor</u>	January 1, 1991	December 31, 1990
100 Watt	\$ 7.30	N/A
175 Watt	8.23	\$ 9.69
250 Watt	9.32	10.84
400 Watt	11.29	12.95
1000 Watt	20.55	23.30
<u>High Pressure Sodium Vapor</u>		
100 Watt	\$ 8.10	\$ 8.10
150 Watt	10.37	10.37
250 Watt	12.21	12.21
400 Watt	12.86	12.86
1000 Watt	N/A	30.45
<u>Underground Service</u>		
<u>Mercury Vapor</u>		
100 Watt - Top Mounted	12.73	\$13.51
175 Watt - Top Mounted	13.53	14.54
<u>High Pressure Sodium Vapor</u>		
70 Watt - Top Mounted	\$11.33	\$ 11.33
100 Watt - Top Mounted	14.97	14.97
150 Watt - Top Mounted	N/A	18.16
150 Watt	20.40	20.40
250 Watt	23.36	23.36
400 Watt	25.68	25.68
1000 Watt	N/A	57.76

**PUBLIC SERVICE COMMISSION
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ELECTRIC RATE SCHEDULE **OL** **Outdoor Lighting Service**

<u>Decorative Lighting Service</u>	<u>Rate Per Month Per Unit</u>
<u>Fixtures</u>	
<u>Acorn with Decorative Basket</u>	
70 Watt High Pressure Sodium	\$16.05
100 Watt High Pressure Sodium	16.80
<u>8-Sided Coach</u>	
70 Watt High Pressure Sodium	16.23
100 Watt High Pressure Sodium	16.98
<u>Poles</u>	
10' Smooth	9.36
10' Fluted	11.17
<u>Bases</u>	
Old Town/Manchester	3.00
Chesapeake/Franklin	3.22
Jefferson/Westchester	3.25
Norfolk/Essex	3.42

NA – Not Available

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Environmental Surcharge	Sheet No. 72
Merger Surcredit	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee	Sheet No. 76
School Tax	Sheet No. 77

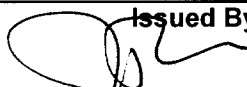
SPECIAL TERMS AND CONDITIONS

1. Company will furnish and install the lighting unit complete with lamp, fixture or luminaire, control device, and mast arm. The above rates for overhead service contemplate installation on an existing wood pole with service supplied from overhead circuits only; provided, however, that, when possible, floodlights served hereunder may be attached to existing metal street lighting standards supplied from overhead service. If the location of an existing pole is not suitable for the installation of a lighting unit, the Company will extend its secondary conductor one span and install an additional pole for the support of such unit, the customer to pay an additional charge of \$1.78 per month for each such pole so installed. If still further poles or conductors are required to extend service to the lighting unit, the customer will be required to make a non-refundable cash advance equal to the installed cost of such further facilities.

2. The above rates for underground service contemplate a normal installation served from underground lines located in the streets, with a direct buried cable connection of not more than 200 feet per unit in those localities supplied with electric service through underground

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ELECTRIC RATE SCHEDULE OL
Outdoor Lighting Service

distribution facilities. If additional facilities are required, the customer shall make a non-refundable cash advance equivalent to the installed cost of such excess facilities. The Company may provide underground lighting service in localities otherwise served through overhead facilities when, in its hereto in locations deemed by the Company as unsuitable for underground installation

3. **DECORATIVE LIGHTING SERVICE.** The monthly rates for Decorative Lighting are calculated as the sum of the rates for the individual elements of the customized light. For example, the monthly rate will be calculated as the sum of the rates for the chosen fixture style and wattage, the chosen pole style, and the chosen base style, if one is chosen. This provides flexibility for the Company to meet the individual desires of each Decorative Lighting customer.
4. All lighting units, poles and conductors installed in accordance herewith shall be the property of Company, and Company shall have access to the same for maintenance, inspection and all other proper purposes. Company shall have the right to make other attachments to the poles and to further extend the conductors installed in accordance herewith when necessary for the further extension of its electric service.
5. If any permit is required from municipal or other governmental authority with respect to the installation and use of any of the lighting units served hereunder, it will be the responsibility of the customer to obtain such permit.
6. All servicing and maintenance will be performed only during regular schedule working hours of the Company. The customer shall be responsible for reporting outages and other operating faults, and the Company will undertake to service the lighting equipment within 48 hours after such notification by the customer.
7. The customer will exercise proper care to protect the property of Company on his premises, and in the event of loss or damage to Company's property arising from the negligence of the customer, the cost of the necessary repair or replacement shall be paid by the customer. Company may decline to install equipment and provide service thereto in locations where, in Company's judgment, such equipment will be subject to unusual hazards or risk of damage.
8. Contracts for this service shall have a minimum fixed term of two years, and shall continue from month to month after such minimum fixed term until terminated by either party giving thirty days notice to the other. Company shall have the right at any time to discontinue service for non-payment of bills or other causes set forth in its General Rules and Regulations. Upon permanent discontinuance of service, lighting units and other equipment will be removed.
9. Before agreeing to install lighting units Company may require reasonable assurance that the interest of the applicant for service will continue for a minimum fixed contract term or that the service will be continued by another party after the interest of the original applicant has terminated.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Louisville, Kentucky**

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Louisville Gas and Electric Company

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ELECTRIC RATE SCHEDULE **PSL** **Public Street Lighting Service**

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE - RESTRICTED

Available to municipal, county, state and Federal governments, including divisions thereof, and other bodies politic which have the authority to levy and collect general taxes, for the lighting of public streets and roads, public parks and other outdoor locations open to and reserved for general public use. This rate schedule will continue to be available only to customers that were being served hereunder on July 1, 2004, and will not be available for the addition of new customers.


CHARACTER OF SERVICE

This rate schedule covers electric lighting service to Company-owned and maintained street lighting equipment as hereinafter described. Service under this rate schedule will be available on an automatically controlled dusk-to-dawn every-night schedule of approximately 4,000 hours per year, and only to the types of lighting units specified herein.

RATES

<u>Type of Unit</u>	<u>Rate Per Month Per Unit</u>	
	<u>Installed Prior to Jan. 1, 1991</u>	<u>Installed After Dec. 31, 1990</u>
<u>Overhead Service</u>		
<u>Mercury Vapor</u>		
100 Watt	\$ 6.55	N/A
175 Watt	7.64	\$ 9.50
250 Watt	8.68	10.64
400 Watt	10.35	12.75
400 Watt (metal pole)	15.00	N/A
1000 Watt	19.17	23.03
<u>High Pressure Sodium Vapor</u>		
100 Watt	\$ 7.83	\$ 7.83
150 Watt	9.37	9.37
250 Watt	11.19	11.19
400 Watt	11.60	11.60
1000 Watt	N/A	26.38
<u>Underground Service</u>		
<u>Mercury Vapor</u>		
100 Watt - Top Mounted	\$10.71	\$13.22
175 Watt - Top Mounted	11.70	14.33
175 Watt	15.89	22.61
250 Watt	16.97	23.75
400 Watt	19.93	25.86
400 Watt on State of Ky. Pole	19.93	25.86
<u>High Pressure Sodium Vapor</u>		
70 Watt - Top Mounted	\$ N/A	\$11.34
100 Watt - Top Mounted	11.76	11.76
150 Watt - Top Mounted	N/A	17.40
150 Watt	20.38	20.38
250 Watt	21.58	21.58
250 Watt on State of Ky. Pole	21.58	21.58
400 Watt	23.08	23.08
400 Watt on State of Ky. Pole	23.08	23.08
1000 Watt	N/A	55.70

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Canceling Original Sheet No. 36
Issued July 20, 2004

Issued By

John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

Date Effective: With Bills Rendered
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**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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6/30/2005
PURSUANT TO 2007 KAR 5:011
SECTION 9 (1)**

Issued By Authority of an Order of the KPSC in Case No. 2004-00466 dated May 24, 2005

Louisville Gas and Electric Company

First Revision of Original Sheet No. 36.1
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE PSL **Public Street Lighting Service**

<u>Decorative Lighting Service</u>	<u>Rate Per Month Per Unit</u>
<u>Fixtures</u>	
<u>Acorn with Decorative Basket</u>	
70 Watt High Pressure Sodium	\$15.64
100 Watt High Pressure Sodium	16.28
<u>8-Sided Coach</u>	
70 Watt High Pressure Sodium	15.85
100 Watt High Pressure Sodium	16.47
<u>Poles</u>	
10' Smooth	9.36
10' Fluted	11.17
<u>Bases</u>	
Old Town/Manchester	3.00
Chesapeake/Franklin	3.22
Jefferson/Westchester	3.25
Norfolk/Essex	3.42

NA – Not Available

ADJUSTMENT CLAUSES


The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

SPECIAL TERMS AND CONDITIONS

1. Overhead Service. The above rates contemplate installation on an existing pole in Company's system. If the location of an existing pole is not suitable for the installation of a lighting unit, the Company will extend its secondary conductor one span and install an additional pole for the support of such unit. If still further poles or conductors are required to extend service to the lighting unit, the customer will be required to make a non-refundable cash advance equal to the installed cost of such further facilities.
2. Underground Service. In all areas other than the downtown section of the City of Louisville designated by City ordinance as an underground district, the Company will provide a normal installation consisting of a direct buried cable connection of not more than 200 feet per unit. If additional facilities or expenditures are required, including any additional cost to break pavement or remove rock, the customer shall make a non-refundable cash advance equivalent to the excess costs. Company may decline to install equipment and provide service thereto in locations deemed by Company unsuitable for underground installation.

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John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

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SECTION 9 (1)

Issued By Authority of an Order of the KPSC in Case No. 2004-00466 dated May 24, 2005

Louisville Gas and Electric Company

Original Sheet No. 36.2
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

PSL

Public Street Lighting Service

Within the aforesaid City of Louisville underground district, the Company will provide underground facilities in accordance with sound engineering practices.

3. **DECORATIVE LIGHTING SERVICE.** The monthly rates for Decorative Lighting are calculated as the sum of the rates for the individual elements of the customized light. For example, the monthly rate will be calculated as the sum of the rates for the chosen fixture style and wattage, the chosen pole style, and the chosen base style, if one is chosen. This provides flexibility for the Company to meet the individual desires of each Decorative Lighting customer.
4. Company will furnish and install the complete lighting unit. All lighting units, including poles, standards and conductors installed in accordance herewith shall be the property of Company, and Company shall have access to the same for maintenance, inspection and all other proper purposes. Company shall have the right to make other attachments to the poles and to further extend the conductors installed in accordance herewith when necessary for the further extension of its electric service.
5. Customer shall be responsible for any permit or authorization that may be required for the installation of the lighting units at the specified locations.
6. Company may decline to install equipment and provide service thereto in locations where, in Company's judgment, such equipment will be subject to unusual hazards or risk of damage.
7. Contracts for this service shall have a minimum fixed term of five years, and shall continue from month to month after such minimum fixed term until terminated by either party giving thirty days notice to the other. Company shall have the right at any time to discontinue service for nonpayment of bill or other causes set forth in its General Rules and Regulations. Upon permanent discontinuance of service, lighting units and other equipment will be removed.
8. Nothing herein shall prevent Company and Customer from taking into account unusual circumstances and agreeing on modifications of the above rates commensurate with such circumstances, provided such agreement are duly filed with and made subject to the jurisdiction of the Public Service Commission of Kentucky.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
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Issued By

Date Effective: March 1, 2000
July 20, 2004


Michael S. Beer, Vice President
Louisville, Kentucky


Executive Director

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Louisville Gas and Electric Company

First Revision of Original Sheet No. 37
P.S.C. of Ky. Electric No. 13

ELECTRIC RATE SCHEDULE

LS

Lighting Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

To any customer who can be served in accordance with the special terms and conditions set forth herein and who is willing to contract for service in accordance with such special terms and conditions.

CHARACTER OF SERVICE

This rate schedule covers electric lighting service to outdoor equipment for the illumination of streets, driveways, yards, lots and other outdoor areas. Company will provide, own and maintain the lighting equipment, as hereinafter described, and will furnish the electrical energy to operate such equipment. Service under this rate will be available on an automatically controlled dusk-to-dawn every-night schedule of approximately 4000 hours per year, and only to the types of lighting units specified herein.

RATES

UNDERGROUND SERVICE

Type Of Fixture	Lumen Output (Approximate)	Load/Light In KW	Monthly Rate Per Light
High Pressure Sodium			
4 Sided Colonial	6,300	.110	15.56
4 Sided Colonial	9,500	.145	16.08
4 Sided Colonial	16,000	.200	17.06
Acorn	6,300	.110	15.90
Acorn	9,500	.145	17.88
Acorn (Bronze Pole)	9,500	.145	18.77
Acorn	16,000	.200	18.85
Acorn (Bronze Pole)	16,000	.200	19.67
Contemporary	16,000	.200	24.23
Contemporary	28,500	.312	26.68
Contemporary	50,000	.495	30.06
Cobra Head	16,000	.200	21.15
Cobra Head	28,500	.312	22.87
Cobra Head	50,000	.495	26.29
* London (10' Smooth Pole)	6,300	.110	27.20
* London (10' Fluted Pole)	6,300	.110	28.91
* London (10' Smooth Pole)	9,500	.145	27.67
* London (10' Fluted Pole)	9,500	.145	29.59
* Victorian (10' Smooth Pole)	6,300	.110	26.36
* Victorian (10' Fluted Pole)	6,300	.110	28.08
* Victorian (10' Smooth Pole)	9,500	.145	26.94
* Victorian (10' Fluted Pole)	9,500	.145	28.66

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Louisville, Kentucky

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Executive Director

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Louisville Gas and Electric Company

Original Sheet No. 37.1
P.S.C. of Ky. Electric No. 13

ELECTRIC RATE SCHEDULE LS Lighting Service

* Bases Available:

Old Town / Manchester	2.53
Chesapeake / Franklin	2.53
Jefferson / Westchester	2.53
Norfolk / Essex	2.69

Mercury Vapor

4 Sided Colonial	4,000	.124	15.63
4 Sided Colonial	8,000	.210	17.10
Cobra Head	8,000	.210	21.14
Cobra Head	13,000	.298	22.50
Cobra Head	25,000	.462	25.36

Based on lighting choice, Company will furnish and install the lighting unit complete with lamp, fixture or luminaire, control device, mast arm (cobra head) and pole.

The above rates for underground service contemplate a normal installation served from underground lines located in the streets, with a direct buried cable connection of not more than 200 feet per unit in those localities supplied with electric service through underground distribution facilities. If additional facilities are required, the customer shall make non-refundable cash advance equivalent to the installed cost of such excess facilities. The Company may provide underground lighting service in localities otherwise served through overhead facilities when, in its hereto in locations deemed by the Company as unsuitable for underground installation.

OVERHEAD SERVICE

Type Of Fixture	Lumen Output (Approximate)	Load/Light In KW	Monthly Rate Per Light
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High Pressure Sodium


Cobra Head	16,000	.200	9.21
Cobra Head	28,500	.312	10.93
Cobra Head	50,000	.495	14.35
Directional Flood	16,000	.200	10.65
Directional Flood	50,000	.495	15.22
Open Bottom	9,500	.145	8.04

Mercury Vapor

Cobra Head	8,000	.210
Cobra Head	13,000	.298
Cobra Head	25,000	.462

PUBLIC SERVICE COMMISSION
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Issued By

John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

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Executive Director

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Louisville Gas and Electric Company

Original Sheet No. 37.2
P.S.C. of Ky. Electric No. 13

ELECTRIC RATE SCHEDULE

LS

Lighting Service

Directional Flood	25,000	.462	14.79
Open Bottom	8,000	.210	8.94

Based on lighting choice, Company will furnish and install the lighting unit complete with lamp, fixture or luminaire, control device and mast arm (cobra head).

The above rates for overhead service contemplate installation on an existing wood pole. If the location of an existing pole is not suitable for the installation of a lighting unit, the Company will extend its secondary conductor one span and install an additional pole for the support of such unit, the customer to pay an additional charge of \$9.79 per month for each such pole so installed. If still further poles or conductors are required to extend service to the lighting unit, the customer will be required to make a non-refundable cash advance equal to the installed cost of such further facilities.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

SPECIAL TERMS AND CONDITIONS

1. All lighting units, poles and conductors installed in accordance herewith shall be the property of Company, and Company shall have access to the same for maintenance, inspection and all other proper purposes. Company shall have the right to make other attachments to the poles and to further extend the conductors installed in accordance herewith when necessary for the further extension of its electric service.
2. If any permit is required from municipal or other governmental authority with respect to the installation and use of any of the lighting units served hereunder, it will be the responsibility of the customer to obtain such permit.
3. All servicing and maintenance will be performed only during regular schedule working hours of the Company. The customer shall be responsible for reporting outages and other operating faults, and the Company will undertake to service the lighting equipment within 48 hours after such notification by the customer.
4. The customer will exercise proper care to protect the property of Company on his premises, and in the event of loss or damage to Company's property arising from the negligence of the customer, the cost of the necessary repair or replacement shall be paid by the customer.

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General Counsel, and Corporate Secretary
Louisville, Kentucky

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SECTION 9 (1)

Louisville Gas and Electric Company

Original Sheet No. 37.3
P.S.C. of Ky. Electric No. 13

ELECTRIC RATE SCHEDULE

LS

Lighting Service

Company may decline to install equipment and provide service thereto in locations where, in Company's judgment, such equipment will be subject to unusual hazards or risk of damage.

5. Contracts for this service shall have a minimum fixed term of five years, and shall continue from month to month after such minimum fixed term until terminated by either party giving thirty days notice to the other. Company shall have the right at any time to discontinue service for non-payment of bills or other causes set forth in its General Rules and Regulations. Upon permanent discontinuance of service, lighting units and other equipment will be removed.
6. Before agreeing to install lighting units Company may require reasonable assurance that the interest of the applicant for service will continue for a minimum fixed contract term or that the service will be continued by another party after the interest of the original applicant has terminated.

TERMS AND CONDITIONS

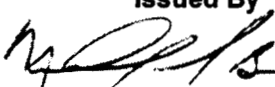
Service will be furnished under Company's Terms and Conditions applicable hereto.

PUBLIC SERVICE COMMISSION
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Issued By

Date Effective: With Service Rendered


Michael S. Beer, Vice President
Louisville, Kentucky

By  1d After
Executive Director 1, 2004

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

Louisville Gas and Electric Company

First Revision of Original Sheet No. 38
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE **SLE** **Street Lighting Energy Rate**

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available to municipalities, county governments, divisions or agencies of the state or Federal governments, civic associations, and other public or quasi-public agencies for service to public street and highway lighting systems, where the municipality or other agency owns and maintains all street lighting equipment and other facilities on its side of the point of delivery of the energy supplied hereunder.

RATE

4.127¢ per kilowatt-hour.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

CONDITIONS OF DELIVERY

1. Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption taking into account the types of equipment served.
2. The location of the point of delivery of the energy supplied hereunder and the voltage at which such delivery is effected shall be mutually agreed upon by Company and the customer in consideration of the type and size of customer's street lighting system and the voltage which Company has available for delivery.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

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Louisville Gas and Electric Company

First Revision of Original Sheet No. 39
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE **TLE** **Traffic Lighting Energy Rate**

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available to municipalities, county governments, divisions of the state or Federal governments or any other governmental agency for service to traffic signals or other traffic lights which operate on a 24-hour all-day every-day basis, where the governmental agency owns and maintains all equipment on its side of the point of delivery of the energy supplied hereunder. In the application of this rate each point of delivery will be considered as a separate customer.

RATE

Customer Charge: \$2.80 per meter per month

5.182¢ per kilowatt-hour.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

MINIMUM CHARGE

The customer charge.

CONDITIONS OF SERVICE

1. Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption, taking into account the size and characteristics of the load, or on meter readings obtained from a similar installation.
2. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the customer.
3. Traffic lights not operated on an all-day every-day basis will be served under General Service Rate GS.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**
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John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

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Louisville Gas and Electric Company

Second Revision of Original Sheet No. 40
P.S.C. of Ky. Electric No. 6

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

APPLICABLE:

In all territory served.

AVAILABILITY OF SERVICE

This rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy only from the owner of qualifying cogeneration or small power production facilities of 100 KW or less (such owner being hereafter called "Seller") installed on Seller's property to provide all or part of its requirements of electrical energy, or from which facilities Seller may elect to sell to Company all or part of such output of electrical energy.

Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under Parallel Operation.

Company will purchase such energy from Seller at the Rate, A or B, set out below and selected as hereafter provided, and under the terms and conditions stated herein. Company reserves the right to change the said Rates, upon proper filing with and acceptance by the jurisdictional Commission.

RATE A: TIME-DIFFERENTIATED RATE

1. For summer billing months of June, July, August and September, during the hours 9:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours), 5.582 cents per KWH.
2. For winter billing months of December, January and February, during the hours 7:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours), 3.351 cents per KWH.
3. During all other hours (off-peak hours) 2.607 cents per KWH.

Determination of On-Peak and Off-Peak Hours: On-peak hours are defined as the hours of 9:01 A.M. through 10:00 P.M., E.D.T. (8:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 1 above), and the hours of 7:01 A.M. through 10:00 P.M., E.D.T. (6:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 2 above). Off-peak hours are defined as all hours other than those listed as on-peak (under 3 above). Company reserves the right to change the hours designated as on-peak from time to time as conditions indicate to be appropriate.

RATE B: NON-TIME-DIFFERENTIATED RATE

For all KWH purchased by Company,

PUBLIC SERVICE COMMISSION
OF KENTUCKY

3.071 cents per KWH

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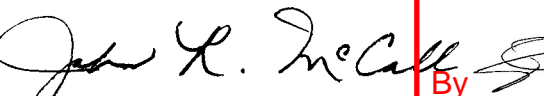
6/30/2006

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John R. McCall, Executive Vice President
General Counsel, and Corporate Secretary
Louisville, Kentucky

By 
Executive Director

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

SELECTION OF RATE AND METERING

Subject to provisions hereafter in this Section relative to payment of costs of metering equipment, either Seller or Company may select Rate A, the Time-Differentiated Rate, for application to Company's said purchases of energy from Seller. If neither Seller nor Company selects Rate A, then Rate B, the Non-Time-Differentiated Rate, shall apply.

If neither Seller nor Company selects Rate A, and Rate B therefore is to apply to such purchases, Company, at Seller's cost, will install, own and operate a non-time-differentiated meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system. Such meter will be tested at intervals prescribed by Commission Regulation, with Seller having a right to witness all such tests; and Seller will pay to Company its fixed cost on such meter and equipment, expense of such periodic tests of the meter and any other expenses (all such costs and expenses, together, being hereafter called "costs of non-time-differentiated metering").

If either Seller or Company selects Rate A to apply to Company's said purchases of energy from Seller, the party (Seller or Company) so selecting Rate A shall pay (a) the cost of a time-differentiated recording meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system, required for the application of Rate A, in excess of (b) the costs of non-time-differentiated metering which shall continue to be paid by Seller.

In addition to metering referred to above, Company at its option and cost may install, own and operate, on Seller's generator, a recording meter to record the capacity, energy and reactive output of such generator at specified time intervals.

Company shall have access to all such meters at reasonable times during Seller's normal business hours, and shall regularly provide to Seller copies of all information provided by such meters.

DUE DATE OF BILL

Any payment due from Company to Seller will be due within 15 days from date of Company's reading of meter; provided, however, that, if Seller is a customer of Company, in lieu of such payment Company may offset its payment due to Seller hereunder, against Seller's next bill and payment due to Company for Company's service to Seller as customer.

PARALLEL OPERATION

Company hereby permits Seller to operate its generating facilities in parallel with Company's system, under the following conditions and any other conditions required by Company where unusual conditions not covered herein arise:

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Date Effective: April 17, 1999
July 20, 2004


Michael S. Beer, Vice President
Louisville, Kentucky


Executive Director

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SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

1. Prior to installation in Seller's system of any generator and associated facilities which are intended to be interconnected and operated in parallel with Company's system, or prior to the inter-connection to Company's system of any such generator and associated facilities already installed in Seller's system, Seller will provide to Company plans for such generator and facilities. Company may, but shall have no obligation to, examine such plans and disapprove them in whole or in part, to the extent Company believes that such plans and proposed facilities will not adequately assure the safety of Company's facilities or system. Seller acknowledges and agrees that the sole purpose of any Company examination of such plans is the satisfaction of Company's interest in the safety of Company's own facilities and system, and that Company shall have no responsibility of any kind to Seller or to any other party in connection with any such examination. If Seller thereafter proposes any change from such plans submitted to Company, prior to the implementation thereof Seller will provide to Company new plans setting out such proposed change(s).
2. Seller will own, install, operate and maintain all generating facilities on its plant site, such facilities to include, but not be limited to, (a) protective equipment between the systems of Seller and Company and (b) necessary control equipment to synchronize frequency and voltage between such two systems. Seller's voltage at the point of interconnection will be the same as Company's system voltage. Suitable circuit breakers or similar equipment, as specified by Company, will be furnished by Seller at a location designated by Company to enable the separation or disconnection of the two electrical systems. Except in emergencies, the circuit breakers, or similar equipment, will be operated only by, or at the express direction of, Company personnel and will be accessible to Company at all times. In addition, a circuit breaker or similar equipment shall be furnished and installed by Seller to separate or disconnect Seller's generator.
3. Seller will be responsible for operating the generator and all facilities owned by Seller, except as hereafter specified. Seller will maintain its system in synchronization with Company's system.
4. Seller will (a) pay Company for all damage to Company's equipment, facilities or system, and (b) save and hold Company harmless from all claims, demands and liabilities of every kind and nature for injury or damage to, or death of, persons and/or property of others, including costs and expenses of defending against the same, arising in any manner in connection with Seller's generator, equipment, facilities or system or the operation thereof.

Seller will construct any additional facilities, in addition to generating and associated (interface) facilities, required for interconnection unless Company and Seller agree to Company's constructing such facilities, at Seller's expense, where Seller is not a customer of Company. When Seller is a customer of Company and Company is required to construct facilities different than otherwise required to permit interconnection, Seller shall pay such additional cost of facilities. Seller agrees to reimburse Company, at the time of installation, or, if agreed to by both parties, over a period of up to three years, for any facilities including any hereafter required (but exclusive of metering equipment, elsewhere herein provided for) constructed by Company to permit Seller to operate interconnected with Company's system. When interconnection costs are paid over a period of time, such payments will be made monthly and include interest on the unpaid balance at the percentage rate equal to the capital costs that the Company would experience at such time by new financing, based on Company's then existing capital structure, with return on equity to be at the rate allowed in Company's immediately preceding rate case.

PUBLIC SERVICE COMMISSION
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JULY 2004

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July 20, 2004

Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

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SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

6. Company will have the continuing right to inspect and approve Seller's facilities, described herein, and to request and witness any tests necessary to determine that such facilities are installed and operating properly; but Company will have no obligation to inspect or approve facilities, or to request or witness tests; and Company will not in any manner be responsible for Seller's facilities or any operation thereof.
7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage is proved to have been caused solely by the negligence of Company.
8. Each, Seller and Company, will designate one or more Operating Representatives for the purpose of contacts and communications between the parties concerning operations of the two systems.
9. Seller will notify Company's Energy Control Center at Dix Dam prior to each occasion of Seller's generator being brought into or (except in cases of emergencies) taken out of operation.
10. Company reserves the right to curtail a purchase from Seller when:
 - (a) the purchase will result in costs to Company greater than would occur if the purchase were not made but instead Company, itself, generated an equivalent amount of energy; or
 - (b) Company has a system emergency and purchases would (or could) contribute to such emergency.

Seller will be notified of each curtailment.

TERMS AND CONDITIONS

Except as provided herein, conditions or operations will be as provided in Company's Terms and Conditions.

Date of Issue: July 20, 2004

Issued By

Date Effective: April 17, 1999
July 20, 2004

Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/1/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

LQF

Large Capacity Cogeneration and Small Power Production Qualifying Facilities

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available to any small power production or cogeneration "qualifying facility" with capacity over 100 KW as defined by the Kentucky Public Service Commission Regulation 807 KAR 5:054, and which contracts to sell energy or capacity or both to the Company.

RATES FOR PURCHASES FROM QUALIFYING FACILITIES

ENERGY COMPONENT PAYMENTS

The hourly avoided energy cost (AEC) in \$ per MWh, which is payable to a QF for delivery of energy, shall be equal to the Company's actual variable fuel expenses, for Company-owned coal and natural gas-fired production facilities, divided by the associated megawatt-hours of generation, as determined for the previous month. The total amount of the avoided energy cost payment to be made to a QF in an hour is equal to $[AEC \times E_{QF}]$, where E_{QF} is the amount of megawatt-hours delivered by a QF in that hour and which are determined by suitable metering.

CAPACITY COMPONENT PAYMENTS

The hourly avoided capacity cost (ACC) in \$ per MWh, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to the Company from the inter-utility market (which includes both energy and capacity charges) less the Company's actual variable fuel expense (AEC). The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to $[ACC \times CAP_i]$, where CAP_i , the capacity delivered by the QF, is determined on the basis of the system demand (D_i) and the Company's need for capacity in that hour to adequately serve the load.

DETERMINATION OF CAP_i

For the following determination of CAP_i , $C_{LG\&E}$ represents the Company's installed or previously arranged capacity at the time a QF signs a contract to deliver capacity; C_{QF} represents the actual capacity provided by a QF, but no more than the contracted capacity; and C_M represents capacity purchased from the inter-utility market.

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Date Effective: November 1, 1995
July 20, 2004

Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

LQF

Large Capacity Cogeneration and Small Power Production Qualifying Facilities

1. System demand is less than or equal to the Company's capacity:

$$D_1 \leq C_{LG\&E}; CAP_i = 0$$

2. System demand is greater than the Company's capacity but less than or equal to the total of the Company's capacity and the capacity provided by a QF:

$$C_{LG\&E} < D_i \leq [C_{LG\&E} + C_{QF}]; CAP_i = C_M$$

3. System demand is greater than the total of the Company's capacity and the capacity provided by a QF:

$$D_i > [C_{LG\&E} + C_{QF}]; CAP_i = C_{QF}$$

PAYMENT

The Company shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within 15 days of the date the bill is rendered. In lieu of such payment plan, the Company will, upon written request, credit the Customer's account for such purchases.

TERM OF CONTRACT

For contracts which cover the purchase of energy only, the term shall be one year, and shall be self-renewing from year-to-year thereafter, unless cancelled by either party on one year's written notice.

For contracts which cover the purchase of capacity and energy, the term shall be 5 years.

TERMS AND CONDITIONS

1. Qualifying facilities shall be required to pay for any additional interconnection costs, to the extent that such costs are in excess of those that the Company would have incurred if the qualifying facility's output had not been purchased.
2. A qualifying facility operating in parallel with the Company must demonstrate that its equipment is designed, installed, and operated in a manner that insures safe and reliable interconnected operation. A qualifying facility should contact the Company for assistance in this regard.
3. The purchasing, supplying and billing for service, and all conditions applying hereto, shall be specified in the contract executed by the parties, and are subject to the jurisdiction of the Kentucky Public Service Commission, and to the Company's Terms and Conditions currently in effect, as filed with the Commission.

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July 20, 2004

Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

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CTAC
Cable Television Attachment Charges

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available to any established and properly franchised operator of a cable television system (herein called Customer) who applies for the right to make cable attachments to Company's poles in accordance with the terms and conditions herein set forth. Any entitlement acquired by a Customer here- under shall not be exclusive and shall be subject to existing rights and privileges acquired by other public utilities or entities making lawful use of Company's poles.

APPLICABILITY OF PSC OF KY. ORDER (CASE NO. 251)

This rate schedule is issued pursuant to an Order of the Public Service Commission of Kentucky dated September 17, 1982, in Administrative Case No. 251 (hereinafter called "Order 251"), and an Order in Administrative Case No. 251-26, dated May 31, 1983. Order 251 specifies, inter alia, the formula to be used in arriving at the charges to be made for the service provided herein. Company shall have the right to file with the Commission revisions of this rate schedule, including revisions of the charges for service, any such filing to be made in accordance with law and the rules of the Commission.

ATTACHMENT CHARGES

For each attachment to a pole on which
three parties have attachments 38 cents per month

For each attachment to a pole on which
two parties have attachments 53 cents per month

PAYMENT OF CHARGES

Charges will be billed monthly. Charges applicable to attachments made or reserved during any calendar month will be billed for the full month and will not be prorated for portions of a month. Likewise, any attachments removed during any month will be credited for the full month in which such removal occurred. All payments will be due within thirty days from date of bill.

PENALTY FOR UNAUTHORIZED ATTACHMENTS

If and when Company determines that Customer has made attachments to Company's poles without prior authorization, Company will make a charge of twice the charge otherwise payable, for the period from the date of such attachment to the billing date. If State ready costs are involved in connection with such unauthorized attachments, Company will bill such ready charges at twice the amount otherwise payable.

PUBLIC SERVICE COMMISSION
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Issued By

Date Effective: January 1, 1991
July 20, 2004


Michael S. Beer, Vice President
Louisville, Kentucky


By
Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

CTAC

Cable Television Attachment Charges

TERMS AND CONDITIONS

1. Customer shall secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of its facilities. Nothing herein shall be deemed or construed to constitute a grant of any easement, right-of-way, or franchise by Company or any other party. Company does not warrant that any of its easements, rights-of-way, or franchises provide for the construction and maintenance of Customer's facilities. Customer shall erect, construct, attach and maintain its facilities solely at its risk and Company, by the granting of rights and privileges hereunder, does not assume any obligation or liability for the adequacy of Customer's easements, rights-of-way or franchises. Customer shall indemnify and save harmless Company from any and all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Customer to secure such right, license, permit or easement for the construction or maintenance of said facilities.
2. If Customer has not already done so prior to the effective date of this rate schedule, Customer shall furnish to Company, in a form suitable to Company, four copies of a map of the appropriate county in Kentucky or portion thereof upon which Customer shall indicate the general area in which it plans to install or has already installed cable television facilities. Such map shall be revised from time to time by Customer and furnished in the same number of copies to Company before Customer extends its system into additional areas within Company's service area.
3. Customer shall make written application for permission to install attachments on any pole of Company, specifying the location of each pole, the character of its proposed attachments and the amount and location of space desired. As soon thereafter as practicable, Company shall notify Customer in writing whether or not it is willing to permit an attachment to such pole "as is" or whether the Customer and Company shall determine by mutual agreement after a "walk through" (or other mutually agreeable method) by representatives of both parties the reasonable cost for make-ready adjustments or other appropriate work on poles (including replacement). All rights granted to Customer under this rate schedule shall be subject to the prior rights of the South Central Bell Telephone Company, and any other prior licensees, their successors or assigns.
4. All attachments are to be placed on poles of Company in a manner satisfactory to Company and so as not to interfere with the present or any future use which Company may desire to make of said poles or attachments thereto. Company will furnish Customer with a drawing showing the general arrangement and location of Customer's attachments that is satisfactory to the Company. All attachments shall be installed and at all times maintained by Customer so as to comply at least with the minimum requirements of the National Electric Safety Code, regulations of the Kentucky Public Service Commission and any other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction. Customer shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of Customer's attachments on Company's poles. Customer shall install, maintain and remove its equipment in such manner, and employ such methods and procedures, as to make it unnecessary for Company to de-energize any of its electric lines or facilities, and Company shall have no obligation to so de-energize its facilities for the present or future use of its poles and equipment and of any interference therewith.

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July 20, 2004


Michael S. Beer, Vice President
Louisville, Kentucky


By
Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

CTAC

Cable Television Attachment Charges

5. In any case where Company deems it necessary to install a new pole to accommodate Customer's attachments and the new pole is to be taller or stronger than considered by Company to be necessary to accommodate the attachments of Company and of its other licensees, the "make-ready" cost of such extra height or strength shall be paid to Company by Customer. Such cost shall be a sum equal to the Company's estimate of the difference between the cost in place of the new pole and the current cost in place of a pole considered by Company to be adequate for the attachments of Company and of its licensees. The aforesaid payment shall be made whether the new pole is an initial installation or replacement of an existing pole. The new pole shall be the property of Company regardless of any payments by Customer toward its cost and Customer shall acquire no right, title or interest in and to such pole.
6. Where a new pole is erected hereunder (including the replacement of an existing pole) solely to adequately provide for the attachments Customer proposes to place on the new pole, Customer shall pay Company a sum equal to the actual cost of the new pole in place, plus the cost of removal of the existing pole, if any, minus the salvage value of the removed pole. Customer shall also pay to the Company and the respective existing licensees the cost of removing all attachments from the pole and reestablishing the same or like attachments on the newly installed pole, with appropriate salvage credit allowance for any attachments which are not reused in such replacement, and the cost of installing any new or additional attachments required solely because of the erection of such new pole. The new pole shall be the property of Company regardless of any payments by Customer toward its cost and Customer shall acquire no right, title or interest in and to such pole.
7. Prior to any strand construction or attachment, Customer shall install appropriate guys and anchors of a type approved by Company in those instances when proper construction requires the same. Customer shall obtain appropriate easements or rights-of-way from appropriate property owners for such equipment and for any other facilities of Customer.
8. If Customer's desired attachments can be accommodated on existing poles of Company by rearrangement of facilities of Company and of other licensees thereon and should it be necessary for Company to rearrange its facilities on existing poles of others in order to accommodate Customer's desired attachments, such rearrangement shall be made and Customer shall, on demand, reimburse Company for any expense incurred by it in transferring or rearranging said facilities. Any additional guying required by reason of such rearrangements shall be provided by or at the expense of Customer and to the satisfaction of Company.
9. Customer will obtain and maintain at all times during the use of Company's poles hereunder policies of insurance or a bond at Customer's option with a waiver of subrogation endorsement and contractual rider) with Company named as an additional primary insured as follows:

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**Michael S. Beer, Vice President
Louisville, Kentucky**

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

CTAC

Cable Television Attachment Charges

- (a) Public liability insurance or a bond in an amount not less than \$300,000 for any one occurrence.
- (b) Property damage liability insurance or a bond in an amount not less than \$100,000 for any one occurrence.
- (c) In addition, Customer shall carry catastrophe or excess liability insurance or a bond covering the foregoing perils in an amount not less than \$5,000,000 for any one occurrence.
- (d) Each such policy or a bond shall contain a contractual rider covering liability assumed by the Customer under the indemnity agreement set forth immediately below.

Whether or not a policy of insurance or a bond is in effect, Customer will indemnify, hold harmless, and defend Company from and against any and all actions or causes of actions, claims, demands, liabilities, loss, damage or expense of whatever kind and nature, including payments made under any workmen's compensation law or under any plan for employees' disability and death benefits, and attorneys' fees, which Company may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, arising out of or in any manner connected with the facilities of Customer to be installed hereunder including, but not limited to, the installation, maintenance, operation or removal thereof, or at any other time, or which Company may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted to enforce the obligation of this agreement of indemnity, due in whole or in part to any act, omission, or negligence of Customer or joint fault of Company and Customer and their representatives, employees or contractors (except insofar as such indemnity arising out of any acts or omissions of such representatives or employees may be found to be contrary to law, in which case this provision for indemnity shall in all other respects be and remain effective and binding). The amount of such indemnity shall be covered under the insurance policy or bond and shall not be less than the limits set forth in Items (a), (b) and (c) above. Before Customer shall become entitled to any rights under this rate schedule and prior to making attachments to Company's poles, Customer shall furnish to Company a copy of each of its aforesaid insurance policies, or bond, from an insurance carrier(s) acceptable to Company, and a certificate(s) from said carrier(s) or bonding company stating that policies of insurance have been issued by it to Customer providing for the insurance or bond coverage listed above and that such policies are in force. Such certificate shall state that the insurance carrier or bonding company will give Company fifteen days' prior written notice of any cancellation of or material change in such policies. The certificate shall also quote in full the agreements of indemnity set forth herein and in Paragraphs 4, 18 and 21 of this "Terms and Conditions" section as evidence of the type of contractual liability coverage furnished. If such certificate recites that it is subject to any exceptions contained in the policy or policies of insurance, such exceptions shall be stated in full in said certificate and Company may, at its discretion, require Customer before starting work to obtain policies of insurance which are not subject to any exceptions which Company finds objectionable.

10. Under no circumstances shall Customer, its employees or contractors or subcontractors, disturb, tamper with or contact any of Company's equipment, other than poles. Extra precautions shall be taken to avoid contact with Company's lines, wires and transformers, whether or not they appear to be energized.

PUBLIC SERVICE COMMISSION

ORDER NO. 7712004
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Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

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CTAC

Cable Television Attachment Charges

11. Company reserves the right to, but shall not be obligated to, inspect each new installation of Customer on its poles or on poles other to which its facilities are attached and to make periodic inspections, semi-annually or more often as conditions may warrant. Company's right to make such inspections and any inspection made pursuant to such right shall not relieve Customer of any responsibility, obligation or liability assumed under this rate schedule.
12. If the Company finds substandard installations by the Customer, the Company may give to Customer a period of time, not to exceed ten days, to make such adjustments at its own expense, or Company, at its option, may make said corrections and charge the Customer the cost of correcting such installations.
13. In the event that the Company finds it necessary or appropriate to change its poles or attachments for reasons unrelated to Customer's operations, the Customer shall be given notice of the change (e.g., relocation to another pole) and the Customer shall make the necessary adjustment at its expense within 30 days. If Customer fails to make said adjustments within the prescribed time, Company may make said changes, notwithstanding the presence of Customer's facilities and may, if necessary, separate or otherwise remove Customer's cables or equipment.
14. Whenever Company notifies Customer in writing that the attachments of Customer interfere with the operation of equipment of Company or other licensee, or constitute a hazard to the service rendered by Company or other licensee, or fail to comply with the codes or regulations hereinbefore referred to, Customer shall within ten days after the date of such notice remove, rearrange, or change its attachments as directed by Company. In case of emergency, Company reserves the right to remove, separate, or relocate the attachments of Customer at Customer's expense.
15. Upon thirty days' written notice to Customer, Company may discontinue the use of, remove, replace or change the location of any or all of its poles or attachments regardless of any occupancy of Company's poles by Customer or Customer shall at its sole cost, within ten days after such notice by Company, make such changes in, remove or transfer its attachments as shall be required by such action of Company.
16. Customer may at any time abandon the use of a Company pole by removing therefrom all of its attachments and by giving written notice thereof to Company.
17. Unless otherwise mutually agreed, electric service for television amplifiers of Customer shall be supplied from the lines of Company in the manner shown on a standardized sketch, which Company will supply to Customer on request, and shall be served and billed at Company's applicable rate for electric service.

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July 20, 2004**


**Michael S. Beer, Vice President
Louisville, Kentucky**


Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00432 dated June 30, 2004

CTAC

Cable Television Attachment Charges

18. Customer shall release Company from any and all liability for loss of or damage to the facilities of Customer and for any interruption to or failure of the service rendered by Customer with respect to which such facilities are used, unless the loss, damage or interruption was caused by the sole negligence of Company. Customer shall indemnify, hold harmless, and defend Company from and against any and all loss, damage, cost or expense which Company may suffer or for which Company may be held liable because of interference with television reception of said subscribers or others, arising out of or in any manner connected with the attachment, operation, and maintenance of the facilities of Customer on the poles of Company under this rate schedule, unless the loss, damage or interruption was caused by the sole negligence of the Company. In the event that any part of this provision for indemnity is found to be contrary to law, all other parts of this provision for indemnity shall remain effective and binding.
19. All costs referred to in Paragraphs 5, 6, 12, 14, 20 and 22 of this "Terms and Conditions" section shall include, in addition to direct costs of material, labor and equipment usage, appropriate allowances for taxes, insurance, fringe benefits and other indirect expenses applicable to labor, stores expense, supervision, engineering, and administrative and general expenses, all to be determined and applied in accordance with Company's standard procedures then in effect and applicable to work it performs for the account of other parties.
20. All costs of every kind incurred by Company in the performance of Company's work necessitated by Customer pursuant to the above conditions shall be billed to Customer and paid in full within 30 days of billing date. The term "all costs" shall include, but not be limited to, the expense of protecting and relocating Company's facilities, and repairing damage caused by Customer to Company's facilities, and the costs of having Company's representatives on each site during construction. To determine "all costs," Company shall for each such project of Customer accumulate cost data through Company's normal cost accumulation procedures.
21. Customer shall furnish bond, in a form and substance satisfactory to Company, in the amount of One Hundred Thousand Dollars (\$100,000.00) to guarantee the performance of the obligations assumed by Customer under the terms of this rate schedule not otherwise covered by the insurance required by Paragraph 9 above (such as, but not limited to, Customer's removal of its facilities at termination hereof or payment of monies due hereunder). Such bond shall be submitted to Company at the time of Customer's application under this rate schedule and prior to Customer's making attachments to Company's poles. In addition, Company, at its discretion, may require Customer, upon written notice and before the undertaking by Company of any subsequent action for the benefit of the Customer, to advance to Company an amount equal to the estimated costs of any work which Company has been authorized to perform, either by reason of an application of Customer or otherwise, plus any amounts then due Company by Customer, or to furnish additional bond, in lieu thereof, in an equal amount. After two years have passed from the date of the initial issuance of Customer's bond hereunder, if Customer has substantially complied with its obligations hereunder, Customer may apply to Company for a reduction of the penal sum of its bond, for the release of the corporate surety thereon, or for other relief—which application shall not be unreasonably denied, provided that no reduction or

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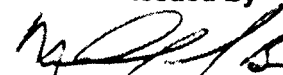
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Date Effective: September 20, 1983
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Michael S. Beer, Vice President
Louisville, Kentucky

By 
Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

CTAC

Cable Television Attachment Charges

other concession or indulgence with respect to said bond shall release Customer from any underlying obligations.

22. If Customer fails to comply with any of the provisions of this rate schedule or defaults in the performance of any of its obligations under this rate schedule and fails within thirty days after written notice from Company to correct such defaults or noncompliance, Company may, at its option, forthwith terminate the specific permit or permits covering the poles and Customer's attachments to which such default or noncompliance is applicable and remove or rearrange attachments or facilities of Customer at Customer's expense, or Company may require Customer, upon reasonable notice, to remove some, but not all, of Customer's attachments from Company's poles or Company may give Customer written notice to completely remove all of Customer's attachments from Company's poles within 120 days.
23. Customer will instruct or cause to be instructed the persons working on line installation, maintenance or otherwise (whether they be its employees or employees of contractors or subcontractors) on Company's facilities so as to familiarize such persons with the requirements of the National Electric Safety Code. Said persons shall observe the requirements of the National Electric Safety Code, and all equipment installed shall comply therewith.
24. The term "Customer" shall include its employees and agents and its contractors and subcontractors and their employees and agents.
25. Customer shall not assign, transfer or sublet any of the rights hereby acquired without the prior written consent of Company.
26. To the extent they are not in conflict with nor inconsistent with the special provisions of this rate schedule, Company's Terms and Conditions, as filed with the Public Service Commission of Kentucky, shall be applicable to the service rendered hereunder.
27. This rate schedule, and any service rendered pursuant hereto, is subject to Order 251 and to the continuing regulatory jurisdiction of the Public Service Commission of Kentucky.

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July 20, 2004


Michael S. Beer, Vice President
Louisville, Kentucky


Executive Director

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ELECTRIC RATE SCHEDULE

NMS

Net Metering Service

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available to customers who own, operate and maintain a generation system located on customer's premises, that use as its total fuel source solar, wind or hydro energy, in parallel with the Company's electric system to provide all or part of their electrical requirements, and who execute the Company's written Net Metering Program Notification Form. The generation system shall be limited to a maximum capacity of 15 kilowatts.

NOTIFICATION

The customer shall submit a completed Net Metering Program Notification Form to the company at least 30 days prior to the date the customer intends to interconnect his generator to the company's facilities. Customer shall have all equipment necessary to complete the interconnection installed prior to such notification. The company shall have 30 days from the date of notification to determine whether the customer has satisfied the tariff requirements and shall notify customer. The date of notification shall be the third day following the mailing of the Net Metering Program Notification Form by customer. Customer may interconnect his generator thirty-one days after the date of notification, and begin operation unless the company provides notification of non-compliance to the tariff, prior to the 31st day.

METERING AND BILLING

Net Metering Service shall be measured in accordance with standard metering practices by metering equipment capable of registering power flow in both directions for each time period defined by the applicable rate schedule. If electricity generated by the customer and fed back to the Company's system exceeds the electricity supplied to the customer from the system during a billing period, the customer shall receive a credit for the net delivery on the customer's bill for the succeeding billing period. Net metering service shall be measured using a single meter or, as determined by the Company, additional meters.

LIABILITY INSURANCE

A customer with a generator with a rated capacity not exceeding 15 kilowatts shall maintain homeowners, commercial, or other insurance providing coverage in the amount of at least \$100,000 for the liability of the insured against loss arising out of the use of a generator.

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SECTION 9 (1)**

Date of Issue: January 10, 2005

Issued By

Date Effective: February 10, 2005

John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Lexington, Kentucky

Executive Director

ELECTRIC RATE SCHEDULE

NMS

Net Metering Service

ADDITIONAL CONTROLS AND TESTS

The company may install additional controls or meters, or conduct additional tests as it may deem necessary.

NET METERING SERVICE INTERCONNECTION GUIDELINES

Customer shall operate their generating facilities in parallel with Company's system under the following conditions and any other conditions required by Company where unusual conditions arise not covered herein:

1. Customer to own, install, and maintain all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as the Company's system voltage.
2. Customer will be responsible for operating generators and all facilities owned by customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
3. Customer will be responsible for any damage done to Company's equipment due to failure of customer's control, safety, or other equipment.
4. The Company at, its discretion, may require a suitable lockable, company accessible, load breaking manual disconnect switch or similar equipment, as specified by Company, to be furnished by *customer* at a location designated by Company to enable the separation or disconnection of the two electrical systems. The load breaking manual disconnect switch must be accessible to the Company at all times.
5. Customer agrees to inform Company of any changes it wishes to make in its generating and/or associated facilities that is different from those initially installed and described to Company in writing and obtain prior approval from Company.
6. Company will have the right to inspect and approve customer's facilities, described herein, and conduct any tests necessary to determine that such facilities are installed and operating properly. However, the Company will have no obligation to inspect, witness tests or in any manner be responsible for customer's facilities or operation.
7. The customer assumes all responsibility for the electric service on the customer's premises at and from the point of delivery of electricity from the Company and for the wires and equipment used in connection therewith, and will protect and save the Company harmless from all claims for injury or damage to persons or property occurring on the customer's premises or at and from the point of delivery of electricity from the Company, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of the Company

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2/10/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Date of Issue: January 10, 2005

Issued By

Date Effective: February 10, 2005

John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Lexington, Kentucky

Executive Director

ELECTRIC RATE SCHEDULE

NMS

Net Metering Service

CONDITIONS OF INTERCONNECTION

A customer may begin operation of his generator on an interconnected basis when all of the following have been satisfied:

1. The customer has properly notified the company of his intent to interconnect by submission of the completed Net Metering Program Notification Form.
2. The net metering customer has installed a lockable, company accessible, load breaking manual disconnect switch, if required.
3. A licensed electrician has certified, by signing the Company Net Metering Program Notification Form, that any required manual disconnect switch has been installed properly and that the generator has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code.
4. The vendor has certified, by signing the Company Net Metering Program Notification Form, that the generator being installed is in compliance with the requirements established by Underwriters Laboratories, or other national testing laboratories.
5. The customer has had the inverter settings inspected by the company, if the generator is a static inverter-connected generator with an alternating current capacity in excess of 10 kilowatts. The Company may impose a fee on the customer of no more than \$50 for such inspection.
6. For non-static inverter-connected generators, the customer has interconnected according to the Company's interconnection guidelines and the Company has inspected all protective equipment settings. The Company may impose a fee on the customer of no more than \$50 for such inspection.

DEFINITIONS

"Billing period" shall be the time period between the dates on which the Company issues the customer's bills.

"Billing Period Credit" shall be the electricity generated by the customer that flows into the electric system and which exceeds the electricity supplied to the customer from the electric system during any billing period.

TERMS AND CONDITIONS

Except as provided herein, service will be furnished under Company's Terms and Conditions applicable hereto.

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John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Lexington, Kentucky

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/10/2005
PURSUANT TO 807 KAR 5:011

Executive Director

ELECTRIC RATE SCHEDULE

NMS

Net Metering Service

Net Metering Program Notification Form

INTERCONNECTION NOTIFICATION

APPLICANT HEREBY GIVES NOTICE OF INTENT TO OPERATE A GENERATING FACILITY.

Section 1. Applicant Information

Name: _____
Mail _____
Address: _____
City: _____ State: _____ Zip Code: _____
Facility Location (if different from above): _____
Daytime Phone Number: _____
KU Account Number: _____

Section 2. Generating Facility Information

Generator Type (check one): Solar _____, Wind _____, Hydro _____
Generator Manufacturer, Model Name & Number: _____
Power Rating in Kilowatts: AC: _____ DC: _____
Inverter Manufacturer, Model Name & Number: _____
Battery Backup? (yes or no) _____

Section 3. Installation Information

Installation Date: _____ Proposed Interconnection Date: _____

Section 4. Certifications

- The system hardware is listed by Underwriters Laboratories to be in compliance with UL 1741:
Signed (Vendor): _____ Date: _____
Name (printed): _____ Company: _____
Phone Number: _____
- The system has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code.
Signed (Licensed Electrician): _____ Date: _____
License Number: _____ Phone Number: _____
Mail Address: _____
City: _____ State: _____ Zip Code: _____
- Utility signature signifies only receipt of this form.
Signed (Utility Representative): _____
Date: _____

I hereby certify that, to the best of my knowledge, all of the information provided in this Notice is true and correct.


Signature of Applicant _____

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EFFECTIVE
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General Counsel, and Corporate Secretary
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Executive Director

Special Charges

The following charges will be applied uniformly throughout the Company's service territory. Each charge, as approved by the Public Service Commission, reflects only that revenue required to meet associated expenses.

RETURNED PAYMENT CHARGE

In those instances where a Customer renders payment to the Company which is not honored upon deposit by the Company, the Customer will be charged \$7.50 to cover the additional processing costs.

METER TEST CHARGE

Where the test of a meter is performed during normal working hours upon the written request of a Customer, pursuant to 807 KAR 5:006, Section 18, and the results show the meter was not more than two percent fast, the Customer will be charged \$31.40 to cover the test and transportation costs.

DISCONNECTING AND RECONNECTING SERVICE CHARGE

A charge of \$20.00 will be made to cover disconnection and reconnection of electric service when discontinued for non-payment of bills or for violation of the Company's Terms and Conditions, such charge to be made before reconnection is effected. If both gas and electric services are reconnected at the same time, the total charge for both services shall be \$20.00. No charge will be made for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection.

Residential and general service customers may request and be granted a temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$20.00 to cover disconnection and reconnection of electric service, such charge to be made before reconnection is effected. If both gas and electric services are reconnected at the same time, the total charge for both services shall be \$20.00.

CHARGE FOR TEMPORARY AND SHORT TERM SERVICE

The customer shall pay the cost of all material, labor and expense incurred by the Company in supplying electric service for any temporary or short term use, in addition to the regular rates for service without pro-rating of rate blocks or minimum bills for service of less than thirty days in a regular meter reading period.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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7/1/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

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Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

CSR1

Curtailable Service Rider 1

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This rider is restricted to those customers receiving service under the provisions of the preceding Interruptible Service rider, P.S.C. of Ky. Electric No. 5, Original Sheet No. 13-A, as of the execution date of the Settlement Agreement in P.S.C. Case No. 2003-00433, May 12, 2004.

CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed two hundred and fifty (250) hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with unlimited requests for curtailment per calendar day within these parameters. Company may request or cancel a curtailment at any time during an hour, but shall give no less than twenty (20) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following ways:

- a) Customer shall contract for a given amount of firm demand, and the curtailable load shall be Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, Customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance.
- b) Customer shall contract for a given amount of curtailable load by which Customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of non-compliance.
- c) At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price for such power based on existing market conditions, at the time of the curtailment request. Customer must state agreement to the purchase of power, if that is Customer's

PUBLIC SERVICE COMMISSION
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JUL 20 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

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1, 2004

Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

CSR1

Curtailable Service Rider 1

intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of a) or b) above.

- d) In those months in which the Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtailable demand, b) above.

RATE

Customer will receive a credit against the applicable power schedule for curtailable KW, as determined in the preceding paragraph, times the applicable credit. Customers will be charged for the portion of each requested curtailment not met at the applicable charge.

	Primary	Transmission
Demand Credit of:	\$ 3.20 per KW	\$ 3.10 per KW
Non-Compliance Charge of:	\$16.00 per KW	\$16.00 per KW

Failure of Customer to curtail when requested to do so may result in termination of service under this rider.

TERM OF CONTRACT

The minimum original contract period shall be one year and thereafter until terminated by giving at least 6 months previous written notice, but Company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.

TERMS AND CONDITIONS

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

PUBLIC SERVICE COMMISSION
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Michael S. Beer, Vice President
Louisville, Kentucky


By
Executive Director
1d After
1, 2004

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

STANDARD RIDER

CSR2

Curtailable Service Rider 2

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This rider shall be made available to customers served under the applicable power schedules who contract for not less than 1,000 kilowatts of their total requirements to be subject to curtailment upon notification by the Company.

CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by the Company. Requests for curtailment shall not exceed five hundred (500) hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with unlimited requests for curtailment per calendar day within these parameters. Company may request or cancel a curtailment at any time during an hour, but shall give no less than ten (10) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following two ways:


- a) The customer shall contract for a given amount of firm demand, and the curtailable load shall be the Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, the customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance.
- b) The customer shall contract for a given amount of curtailable load by which the customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, the Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of non-compliance.
- c) At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price for such power, based on existing market conditions, at the time of the curtailment request. Customer must state agreement to the

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Michael S. Beer, Vice President
Louisville, Kentucky


Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00432 dated June 30, 2004

STANDARD RIDER**CSR2****Curtailable Service Rider 2**

purchase of power, if that is Customer's intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of a) or b) above. This option to "buy-thru" will be available to the customer only after customer has been served under CSR2 for three (3) years with no non-compliances.

- d) In those months in which the Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtailable demand, b) above

RATE

Customer will receive a credit against the applicable power schedule for curtailable KW, as determined in the preceding paragraph, times the applicable credit. Customers will be charged for the portion of each requested curtailment not met at the applicable charge.

	Primary	Transmission
Demand Credit of:	\$ 4.05 per KW	\$ 3.98 per KW
Non-Compliance Charge of:	\$16.00 per KW	\$16.00 per KW

Failure of Customer to curtail when requested to do so may result in termination of service under this rider

TERM OF CONTRACT

The minimum original contract period shall be one year and thereafter until terminated by giving at least 6 months previous written notice, but Company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.

TERMS AND CONDITIONS

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

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7/1/2004
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**Michael S. Beer, Vice President
Louisville, Kentucky**


**nd After
1, 2004
Executive Director**

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**CSR3
Curtaileable Service Rider 3**

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This rider is restricted to those customers receiving service under the provisions of the LI-TOD.

CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed two hundred (200) hours per year in the year beginning April 1, 2004, nor one hundred (100) hours in any continuously succeeding year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with unlimited requests for curtailment per calendar day within these parameters. Requests for curtailment are limited to the On-Peak periods specified under Rating Periods in the LI-TOD rate schedule. Company may request or cancel a curtailment at any time during an hour, but shall give no less than twenty (20) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following ways:


- a) Customer shall contract for a given amount of firm demand, and the curtailable load shall be Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, Customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance.
- b) Customer shall contract for a given amount of curtailable load by which Customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of non-compliance.
- c) In those months in which the Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtailable demand, b) above.

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**Michael S. Beer, Vice President
Louisville, Kentucky**


**By
Executive Director**

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

Louisville Gas and Electric Company

Original Sheet No. 52.1
P.S.C. of Ky. Electric No. 6

CSR3

Curtaileable Service Rider 3

N

RATE

Customer will receive a credit against the applicable power schedule for curtaileable KVA, as determined in the preceding paragraph, times the applicable credit. Customers will be charged for the portion of each requested curtailment not met at the applicable charge.

	Primary	Transmission
Demand Credit of:	\$ 3.20 per KVA	\$ 3.10 per KVA
Non-Compliance Charge of:	\$16.00 per KVA	\$16.00 per KVA

Failure of Customer to curtail when requested to do so may result in termination of service under this rider.

TERM OF CONTRACT

The minimum original contract period shall be one year and thereafter until terminated by giving at least 6 months previous written notice, but Company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.

TERMS AND CONDITIONS

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

PUBLIC SERVICE COMMISSION
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Louisville, Kentucky


By
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STANDARD RIDER

IFL

N

Rider for Intermittent and Fluctuating Loads

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule applies to all loads having a detrimental effect upon the electric service rendered to other Customers of the Company or upon the Company's facilities.

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by the Company, in its reasonable discretion, the Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by the Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by the Company. Without limiting the foregoing, the Company may require such equipment if, at any time, the megavars, harmonics, and other desirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of the Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of the Company or others, and the Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:056, Section 14(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. The Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by the Company, Customer shall provide all available information to the Company that aids the company in enforcing its service standards. If the Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, the company may engage such experts and/or consultants as the Company shall determine are appropriate to advise the Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.

RATE

1. A contribution in aid of construction or an excess facilities charge shall be required for all special or added facilities, if any, necessary to serve such loads, as provided under the Excess Facilities Rider.
2. Plus the charges provided for under the rate schedule applicable, including any customer charge if applicable, energy charge, maximum load charge (if load charge rate is used), fuel clause and the minimum under such rate adjusted in accordance with (a) or (b) herein.
 - (a) If rate schedule calls for a minimum based on the total KW of connected load, each KVA of such special equipment shall be counted as one KW connected load for minimum billing purposes.
 - (b) If rate schedule calls for a minimum based on the 15-minute integrated load, and such loads operate only intermittently so that the KW registered on a standard 15-minute integrated demand meter is small in comparison to the instantaneous load, such equipment is capable of imposing, each KVA of such special equipment shall be counted as one-third KW load for minimum billing purposes.

MINIMUM CHARGE

As determined by this Rider and the Rate Schedule to which it is attached.

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**Michael S. Beer, Vice President
Louisville, Kentucky**

Executive Director

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**PUBLIC SERVICE COMMISSION
OF THE STATE OF KENTUCKY
EFFECTIVE
7/1/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

STANDARD RIDER

EF

Excess Facilities

APPLICABILITY

In all territory served.

AVAILABILITY OF SERVICE

This rider is available for nonstandard service facilities which are considered to be in excess of the standard facilities that would normally be provided by the Company. This rider does not apply to line extensions or to other facilities which are necessary to provide basic electric service. The Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where the Company does not have sufficient expertise to install, operate, or maintain the facilities or (c) where the facilities do not meet Company's safety requirements, or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term. Customers currently being served under the Excess Facilities Rider pursuant to Original Sheet No. 15-H and 15-I of LG&E's Tariff PSC. of Ky. Electric No. 5, shall continue to be served thereunder.

DEFINITION OF EXCESS FACILITIES

Excess facilities are lines and equipment which are installed in addition to or in substitution for the normal facilities required to render basic electric service. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.

LEASED FACILITIES CHARGE

The customer shall pay for excess facilities through a contribution in aid of construction, which may take the form of a one-time payment or a Carrying Cost Charge based on the original installed cost of the facilities.

Monthly Rates

	Carrying Cost	Operating <u>Expenses</u>
For Distribution Facilities	0.94%	0.68%

The percentage rates are applied to the installed cost of the excess facilities

PAYMENT

The Excess Facilities Charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

TERM OF CONTRACT

The initial term of contract to the customer under this schedule shall be not less than 5 years. The term shall continue automatically until terminated by either party upon at least one month's written notice.

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OF KENTUCKY**
EFFECTIVE
7/1/2004
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Louisville, Kentucky

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STANDARD RIDER

Kilowatt-Hours Consumed By Street Lighting Units

APPLICABLE

Determination of energy set out below applies to the Company's non-metered lighting rate schedules.

DETERMINATION OF ENERGY CONSUMPTION

The applicable fuel clause charge or credit will be based on the kilowatt-hours calculated by multiplying the kilowatt load of each light times the number of hours that light is in use during the billing month. The kilowatt load of each light is shown in the section titled RATE. The number of hours a light will be in use during a given month is from dusk to dawn as shown in the following Hours Use Table.

HOURS USE TABLE

<u>Month</u>	<u>Hours Light Is In Use</u>
JAN	407
FEB	344
MAR	347
APR	301
MAY	281
JUN	257
JUL	273
AUG	299
SEP	322
OCT	368
NOV	386
DEC	415

TOTAL FOR YEAR 4,000 HRS.

PUBLIC SERVICE COMMISSION
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Louisville, Kentucky

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STANDARD RIDER

Supplemental or Standby Service

APPLICABLE

To Large Commercial Rate LC, Rate LC-TOD, Industrial Power Rate LP, and Rate LP-TOD.

AVAILABILITY OF SERVICE

Available to customers whose premises or equipment are regularly supplied with electric energy from generating facilities other than those of Company and who desire to contract with Company for reserve, breakdown, supplemental or standby service.

RATE

Electric service actually used each month will be charged for in accordance with the provisions of the applicable rate schedule; provided, however, that the bill shall in no case be less than an amount calculated at the rate of \$6.25 per kilowatt applied to the Contract demand.

CONTRACT DEMAND

Contract Demand is defined as the number of kilowatts mutually agreed upon as representing customer's maximum service requirements and contracted for by customer; provided, however, if such number of kilowatts is exceeded by a recorded demand, such recorded demand shall become the new contract demand commencing with the month in which recorded and continuing for the remaining term of the contract or until superseded by a higher recorded demand.

SPECIAL TERMS AND CONDITIONS

- a. In order to protect its equipment from overload damage, Company may required customer to install at his own expense an approved shunt trip type breaker for secondary voltages and an approved automatic pole-mounted disconnect for primary service. Such circuit breakers shall be under the sole control of the Company and will be set by the Company to break the connection with its service in the event customer's demand materially exceeds that contracted for.
- b. Company will provide meter enclosures and furnish, place and maintain necessary suitable meters for measurement of service rendered hereunder. Customer will be responsible for installing and wiring the respective meter enclosures.
- c. Customer will be required at all times to maintain a power factor of not less than 80% lagging.
- d. In the event customer's use of service is intermittent or subject to violent fluctuations, the Company will require customer to install and maintain at his own expense suitable equipment to satisfactorily limit such intermittence or fluctuations.
- e. Customer's generating equipment shall not be operated in parallel with Company's service until the manner of such operation has been approved by Company and is in compliance with Company's operating standards for system reliability and safety.
- f. The minimum contract period shall be one year, but Company may require that a contract be executed for a longer initial term when deemed necessary by the size of load or special conditions.
- g. Such of the Company's general rules and regulations as are not in conflict or inconsistent with the special provisions herein prescribed shall likewise apply to supplemental or standby service.

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Michael S. Beer, Vice President
Louisville, Kentucky

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July 1, 2004

Executive Director

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EFFECTIVE
7/1/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Louisville Gas and Electric Company

Original Sheet No. 57
P.S.C. of Ky. Electric No. 6

STANDARD RIDER

RC

Redundant Capacity

APPLICABLE

This rate is applicable to customers served under the Company's rate schedules which include a demand charge or a special contract including a demand charge.

AVAILABILITY

Available to Customers requesting the reservation of capacity on the Company's facilities which are shared by other customers. Such facilities represent a redundant delivery to provide electric service to the Customer's facility in the event that an emergency or unusual occurrence renders the Customers principal delivery unavailable for providing service.

RATE:

Capacity Reservation Charge

Secondary Distribution

\$1.43 per Kw per Month

Primary Distribution

\$1.06 per Kw per Month

Applicable to the greater of:

- (1) the highest average load in kilowatts recorded at either the principal distribution feed metering point or at the redundant distribution feed metering point during any 15-minute interval in the monthly billing period,
- (2) 50% of the maximum demand similarly determined for any of the 11 preceding months, or
- (3) the contracted capacity reservation

SPECIAL TERMS AND CONDITIONS:

The minimum contract term shall be five years, but the Company may require that a contract be executed for a longer initial term when deemed necessary by the difficulty and/or high cost associated with providing the redundant feed or other special conditions.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/1/2004
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SECTION 9 (1)

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Date Effective: With Service Rendered


Michael S. Beer, Vice President
Louisville, Kentucky


By
Executive Director
id After
1, 2004

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

Louisville Gas and Electric Company

Original Sheet No. 58
P.S.C. of Ky. Electric No. 6

STANDARD RIDER

LRI

Load Reduction Incentive Rider

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule shall be made available as a rider to any customer served on the Company's standard tariffs, having stand-by generation facilities of at least 500 kW, and agreeing to operate such facilities in accordance with the terms and conditions of this tariff. Service under this schedule is offered for a total maximum contracted load of 10,000 kW.

RATE

Up to \$0.30 per KWH

TERMS AND CONDITIONS

- 1) Company will have the option to require Customer to operate Customer's stand-by generation to replace Customer's electric usage. Such period of generation shall not exceed 8 hours in any 24-hour period nor shall the total hours of generation in any 12-month period exceed 300 hours.
- 2) Should Company request Customer to operate Customer's stand-by generation, Company will notify Customer by 12 noon on a day ahead basis.
- 3) Company's request for Customer to operate Customer's stand-by generation will include an offer of a payment per KWH for Customer to operate Customer's stand-by generation.
- 4) Customer is obligated to operate Customer's stand-by generation should Customer accept the Company's offered price.
- 5) Customer's stand-by generation shall not be operated in parallel with Company's system (i.e., such generation shall be connected to circuits which are isolated from Company's system).
- 6) Customer will be responsible for maintaining Customer's stand-by generation, including an adequate fuel supply, to ensure meeting Customer's obligation under this schedule.
- 7) Company will meter the output of Customer's stand-by generation, base the payment for Customer reducing load on the metered output, and provide payment to Customer through a credit to Customer's standard service billing.
- 8) Customer may provide Company with the option to install equipment that will permit Company to remotely start stand-by generation and switch circuits to such generation so that they are isolated from Company's system.
- 9) Company has no obligation to request operation of Customer's stand-by generation nor to provide any credit to Customer without first requesting Customer to provide stand-by generation.

TERM OF CONTRACT

The minimum term of contract shall be for one year and thereafter until terminated by either party giving at least six months written notice. Company may require a longer initial term when deemed necessary. Failure of Customer to operate stand-by generation may result in termination of contract.

PUBLIC SERVICE COMMISSION
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John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

ELECTRIC RATE SCHEDULE**NMS****Net Metering Service****APPLICABLE**

In all territory served by the Company on a trial basis for 36 months from the effective date of March 14, 2002.

AVAILABILITY OF SERVICE

Available to customers who own, operate and maintain a generation system located on customer's premises, that use as its total fuel source solar, wind or hydro energy, in parallel with the Company's electric system to provide all or part of their electrical requirements, and who execute the Company's written Net Metering Program Notification Form. The generation system shall be limited to a maximum capacity of 10 kilowatts for residential customers and 25 kilowatts for non-residential customers. This tariff will be made available on a pilot program basis to the first 25 customers who execute and submit a Net Metering Program Notification Form. To participate in the program, a customer shall begin service during the first two years of the trial.

NOTIFICATION

The customer shall submit a completed Net Metering Program Notification Form to the company at least 30 days prior to the date the customer intends to interconnect his generator to the company's facilities. Customer shall have all equipment necessary to complete the interconnection installed prior to such notification. The company shall have 30 days from the date of notification to determine whether the customer has satisfied the tariff requirements and shall notify customer. The date of notification shall be the third day following the mailing of the Net Metering Program Notification Form by customer. Customer may interconnect his generator thirty-one days after the date of notification, and begin operation unless the company provides notification of non-compliance to the tariff, prior to the 31st day.

METERING AND BILLING

Net Metering Service shall be measured in accordance with standard metering practices by metering equipment capable of measuring (but not necessarily displaying) power flow in both directions. If electricity generated by the customer and fed back to the Company's system exceeds the electricity supplied to the customer from the system during a net metering period, the customer shall receive no compensation from the Company unless the customer has entered into a purchase power contract with the Company. If electricity generated by the customer and fed back to the system exceeds the electricity supplied to the customer from the system during any billing period, resulting in a Billing Period Credit, the customer shall be required to pay only the non-energy charges for that billing period. Any excess net generation by the customer shall be accumulated, carried forward and applied at the first opportunity to any billing periods having positive net consumption. Any accumulated Billing Period Credits remaining unused at the end of a net metering period shall be carried forward into the next net metering period only to the extent that such accumulated Billing Period Credits carried forward do not exceed the net metering customer's positive net consumption for the current net metering period. Net metering service shall be measured using a single meter or, as determined by the Company, additional meters.

LIABILITY INSURANCE

A customer with a generator with a rated capacity not exceeding 10 kilowatts shall maintain homeowners, commercial, or other insurance providing coverage in the amount of at least \$100,000

**PUBLIC SERVICE COMMISSION
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July 20, 2004**


**Michael S. Beer, Vice President
Louisville, Kentucky**


Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

ELECTRIC RATE SCHEDULE

NMS

Net Metering Service

for the liability of the insured against loss arising out of the use of a generator, and for a generator with a rated capacity exceeding 10 kilowatts such coverage shall be in the amount of at least \$300,000.

ADDITIONAL CONTROLS AND TESTS

The company may install additional controls or meters, or conduct additional tests as it may deem necessary.

NET METERING SERVICE INTERCONNECTION GUIDELINES

Customer shall operate their generating facilities in parallel with Company's system under the following conditions and any other conditions required by Company where unusual conditions arise not covered herein:

1. Customer to own, install, and maintain all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as the Company's system voltage.
2. Customer will be responsible for operating generators and all facilities owned by customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
3. Customer will be responsible for any damage done to Company's equipment due to failure of customer's control, safety, or other equipment.
4. The Company at, its discretion, may require a suitable lockable, company accessible, load breaking manual disconnect switch or similar equipment, as specified by Company, to be furnished by *customer* at a location designated by Company to enable the separation or disconnection of the two electrical systems. The load breaking manual disconnect switch must be accessible to the Company at all times.
5. Customer agrees to inform Company of any changes it wishes to make in its generating and/or associated facilities that is different from those initially installed and described to Company in writing and obtain prior approval from Company.
6. Company will have the right to inspect and approve customer's facilities, described herein, and conduct any tests necessary to determine that such facilities are installed and operating properly. However, the Company will have no obligation to inspect, witness tests or in any manner be responsible for customer's facilities or operation.
7. The customer assumes all responsibility for the electric service on the customer's premises at and from the point of delivery of electricity from the Company and for the wires and equipment used in connection therewith, and will protect and save the Company harmless from all claims for injury or damage to persons or property occurring on the customer's premises or at and from the point of delivery of electricity from the Company, occasioned by such electricity or said wires and

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Louisville, Kentucky

Executive Director

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SECTION 9 (1)

Louisville Gas and Electric Company

Original Sheet No. 60.2
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE

NMS

Net Metering Service

equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of the Company.

CONDITIONS OF INTERCONNECTION

A customer may begin operation of his generator on an interconnected basis when all of the following have been satisfied:

1. The customer has properly notified the company of his intent to interconnect by submission of the completed Net Metering Program Notification Form.
2. The net metering customer has installed a lockable, company accessible, load breaking manual disconnect switch, if required.
3. A licensed electrician has certified, by signing the Company Net Metering Program Notification Form, that any required manual disconnect switch has been installed properly and that the generator has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code.
4. The vendor has certified, by signing the Company Net Metering Program Notification Form, that the generator being installed is in compliance with the requirements established by Underwriters Laboratories, or other national testing laboratories.
5. The customer has had the inverter settings inspected by the company, if the generator is a static inverter-connected generator with an alternating current capacity in excess of 10 kilowatts. The Company may impose a fee on the customer of no more than \$50 for such inspection.
6. For non-static inverter-connected generators, the customer has interconnected according to the Company's interconnection guidelines and the Company has inspected all protective equipment settings. The Company may impose a fee on the customer of no more than \$50 for such inspection.

DEFINITIONS

"Billing period" shall be the time period between the dates on which the Company issues the customer's bills.

"Billing Period Credit" shall be the electricity generated by the customer that flows into the electric system and which exceeds the electricity supplied to the customer from the electric system during any billing period.

"Net metering period" shall be each successive 12-month period beginning with the first meter reading date following the date of final interconnection of the generator with the company's facilities.

TERMS AND CONDITIONS

Except as provided herein, service will be furnished under Company's Terms and Conditions.

PUBLIC SERVICE COMMISSION
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Louisville, Kentucky

Executive Director

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ELECTRIC RATE SCHEDULE NMS
Net Metering Service

Net Metering Program Notification Form

INTERCONNECTION NOTIFICATION

APPLICANT HEREBY GIVES NOTICE OF INTENT TO OPERATE A GENERATING FACILITY.

Section 1. Applicant Information

Name: _____
Mail _____
Address: _____
City: _____ State: _____ Zip Code: _____
Facility Location (if different from above): _____

Daytime Phone Number: _____
LG&E Account Number : _____

Section 2. Generating Facility Information

Generator Type (check one): Solar _____, Wind _____, Hydro _____
Generator Manufacturer, Model Name & Number: _____

Power Rating in Kilowatts: AC: _____ DC: _____
Inverter Manufacturer, Model Name & Number: _____

Battery Backup? (yes or no) _____

Section 3. Installation Information

Installation Date: _____ Proposed Interconnection Date: _____

Section 4. Certifications

1. The system hardware is listed by Underwriters Laboratories to be in compliance with UL 1741:
Signed (Vendor): _____ Date: _____
Name (printed): _____ Company: _____
Phone Number: _____
2. The system has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code.
Signed (Licensed Electrician): _____ Date: _____
License Number: _____ Phone Number: _____
Mail Address: _____
City: _____ State: _____ Zip Code: _____
3. Utility signature signifies only receipt of this form.
Signed (Utility Representative): _____
Date: _____

I hereby certify that, to the best of my knowledge, all of the information provided in this Notice is true and correct.

Signature of Applicant _____

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Louisville, Kentucky


Executive Director

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Louisville Gas and Electric Company

Original Sheet No. 61
P.S.C. of Ky. Electric No. 6

ELECTRIC RIDER

LRI

Experimental Load Reduction Incentive Rider

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule shall be made available as a rider to any customer served on the Company's standard tariffs, having stand-by generation facilities of at least 500 kW, and agreeing to operate such facilities in accordance with the terms and conditions of this tariff. Service under this schedule is offered on an experimental basis for a period of six years from the effective date of August 1, 2000, for a total maximum contracted load of 10,000 kW.

RATE

Up to \$0.30 per KWH

TERMS AND CONDITIONS

- 1) Company will have the option to require Customer to operate Customer's stand-by generation to replace Customer's electric usage. Such period of generation shall not exceed 8 hours in any 24-hour period nor shall the total hours of generation in any 12-month period exceed 300 hours.
- 2) Should Company request Customer to operate Customer's stand-by generation, Company will notify Customer by 12 noon on a day ahead basis.
- 3) Company's request for Customer to operate Customer's stand-by generation will include an offer of a payment per KWH for Customer to operate Customer's stand-by generation.
- 4) Customer is obligated to operate Customer's stand-by generation should Customer accept the Company's offered price.
- 5) Customer's stand-by generation shall not be operated in parallel with Company's system (i.e., such generation shall be connected to circuits which are isolated from Company's system).
- 6) Customer will be responsible for maintaining Customer's stand-by generation, including an adequate fuel supply, to ensure meeting Customer's obligation under this schedule.
- 7) Company will meter the output of Customer's stand-by generation, base the payment for Customer reducing load on the metered output, and provide payment to Customer through a credit to Customer's standard service billing.
- 8) Customer may provide Company with the option to install equipment that will permit Company to remotely start stand-by generation and switch circuits to such generation so that they are isolated from Company's system.
- 9) Company has no obligation to request operation of Customer's stand-by generation nor to provide any credit to Customer without first requesting Customer to provide stand-by generation.

TERM OF CONTRACT

The minimum term of contract shall be for one year and thereafter until terminated by either party giving at least six months written notice. Company may require a longer initial term when deemed necessary. Failure of Customer to operate stand-by generation may result in termination of contract.

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Louisville, Kentucky


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SECTION 9 (1)

Louisville Gas and Electric Company

First Revision of Original Sheet No. 62
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE **STOD** **Small Time-of-Day Service**

APPLICABLE

In all territory served by the Company.

AVAILABILITY OF SERVICE

Available to commercial customers whose average maximum monthly demands are greater than 250 KW and less than 2,000KW.

- a) STOD shall be available as an optional pilot program for three years effective 14 weeks following the Final Order in PSC Case No 2003-00433 for existing customers on Rate LC, Original Sheet No 15, PSC of Ky Electric No 6.
- b) As an optional pilot program, STOD is restricted to 100 customers. The Company will notify all eligible customers of STOD and accept applications on a first-come-first-served basis with the beginning of business 6 weeks following the Final Order in PSC Case No 2003-00433.
- c) For each year or partial year of the pilot program, programming costs plus lost revenues will be recovered from customers served under Rate LC by a program cost recovery mechanism.
- d) No customers will be accepted for STOD following the end of the second year of the pilot program.
- e) The Company will file a report on STOD with the Commission within six months of the end of the third year of the pilot program. Such report will detail findings and recommendations.
- f) STOD shall remain in effect until terminated by order of the Commission.

RATE

Customer Charge: \$80.00 per month

Plus a Demand Charge:

Winter Rate applies to the eight consecutive billing months October through May

Secondary Service - \$11.14 per KW per month

Primary Service - \$ 9.52 per KW per month

Summer Rate applies to the four consecutive billing months June through September

Secondary Service - \$14.20 per KW per month

Primary Service - \$12.32 per KW per month

Plus an Energy Charge of:

On-Peak Energy - \$0.03004 per KWH

Off-Peak Energy - \$0.01438 per KWH

Where the On-Peak Energy is defined for bills rendered during a billing period as the metered consumption from:

- a) 10 A.M. to 9 P.M., Eastern Standard Time, on weekdays for the four consecutive billing months of June through September or
- b) 8 A.M. to 10 P.M., Eastern Standard Time, on weekdays for the eight consecutive billing months from October through May.

All other metered consumption shall be defined as Off-Peak Energy.

DETERMINATION OF MAXIMUM LOAD

The monthly billing demand shall be the highest load in kilowatts recorded during any 15-minute interval in the monthly billing period; but not less than 50% of the maximum demand similarly determined for any of the four billing periods of June through September within the 11 preceding months; nor less than 25 kilowatts (10 kilowatts to any customer served under this rate schedule on March 1, 1964.

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John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2004-00466 dated May 24, 2005

ELECTRIC RATE SCHEDULE STOD Small Time-of-Day Service

PROGRAM COST RECOVERY MECHANISM

The monthly billing amount computed under Rate LC shall be adjusted by the Program Cost Recovery Factor which shall be calculated per KWH in accordance with the following formula:

$$\text{Program Cost Recovery Factor} = (\text{PC} + \text{LR}) / \text{LPKWH}$$

Where:

- PC is the cost of programming the billing system and will be no more than \$29,050 for each of the three years of the pilot program.
- LR is the lost revenues of the pilot program calculated by subtracting the revenues that would have been billed under Rate LC from the revenues realized by actual billings under STOD. LR will be calculated for the first program year and applied in the second program or recovery year. That procedure will repeat for each year or partial year the pilot is in effect.
- LPKWH is the expected KWH energy sales for the LC rate in the recovery year.
- The Company will file any changes to the Program Cost Recovery Factor with supporting calculations ten days prior to application.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 70
Demand Side Management Cost Recovery Mechanism	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

MINIMUM CHARGE

The bill shall in no event be less than the Customer Charge plus the Demand Charge computed upon the billing demand for the month.

LATE PAYMENT CHARGE

The bill will be rendered at the above net charges (including net minimum bills when applicable) plus an amount equivalent to 1% thereof, which amount will be deducted provided bill is paid within 15 days from date.

EXIT AND EMERGENCY LIGHTING

Where governmental code or regulation requires a separate circuit for exit or emergency lighting, the demand and consumption of such separate circuit may be combined for billing with those of the principal light and power circuit or circuits.

TERMS OF CONTRACT

For a fixed term of not less than one year and for such time thereafter until terminated by either party giving 30 days written notice to the other of the desire to terminate. A customer exiting the pilot program will not be allowed to return to it until the Commission has issued a decision on the STOD program report.

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Louisville, Kentucky

Executive Director

Louisville Gas and Electric Company

Original Sheet No. 62.2
P.S.C. of Ky. Electric No. 6

ELECTRIC RATE SCHEDULE STOD **Small Time-of-Day Service**

N

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

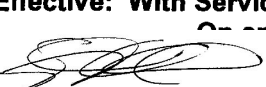
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Louisville Gas and Electric Company

First Revision of Original Sheet No. 70
P.S.C. of Ky. Electric No. 6

FAC Fuel Adjustment Clause

APPLICABLE.

In all territory service.

AVAILABILITY OF SERVICE

This schedule is a mandatory rider to all electric rate schedules.

- (1) The monthly amount computed under each of the rate schedules to which this fuel clause is applicable shall be increased or decreased at a rate per kilowatt-hour of monthly consumption in accordance with the following formula:

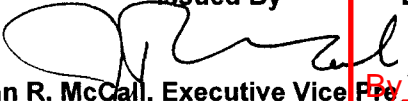
$$\text{Adjustment Factor} = F/S - 1.349\text{¢}^*$$

Where F is the expense of fuel in the second preceding month and S is the sales in the second preceding month, as defined below:

- (2) Fuel costs (F) shall be the cost of:

- (a) Fossil fuel consumed in the Company's plants plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation, plus
- (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute for the forced outages, plus
- (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein are such costs as the charges for economy energy purchases and the charges as a result of scheduled outage, all such kinds of energy being purchased by Company to substitute for its own higher cost energy, and less
- (d) The cost of fossil fuel recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
- (e) All fuel costs shall be based on weighted average inventory costing. The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of fuel from the point of acquisition to the unloading point, as listed in Account 151 of the FERC Uniform System of Accounts for Public Utilities and Licensees.
- (f) As used herein, the term "forced outages" means all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six hours. Where forced outages are not as a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are the result of Acts of God, riot, or Acts of God.

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SECTION 9(1)

Louisville Gas and Electric Company

First Revision of Original Sheet No. 70.1
P.S.C. of Ky. Electric No. 6

FAC Fuel Adjustment Clause

insurrection or acts of the public enemy, then the Company may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment.

(3) Sales (S) shall be determined in kilowatt-hours as follows:

Add:

- (a) net generation
- (b) purchases
- (c) interchange-in

Subtract:

- (d) inter-system sales including economy energy and other energy sold on an economic dispatch basis
- (e) total system losses

* Pursuant to the Public Service Commission's Order in Case No. 2004-00466 dated May 24, 2005, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle of July 2005.

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PUBLIC SERVICE COMMISSION
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By  Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2004-00466 dated May 24, 2005

DSMRM

Demand-Side Management Cost Recovery Mechanism

APPLICABLE TO: Residential Rate RS, Volunteer Fire Department Rate VFD, Residential Prepaid Metering Rate RPM, General Service Rate GS, Small Time-of-Day Service Rate STOD, Large Commercial Rate LC, Large Commercial Time-of-Day Rate LC-TOD, Industrial Power Rate LP, and Industrial Power Time-of-Day Rate LP-TOD. Customers served under Industrial Power Rate LP, and Industrial Power Time-of-Day Rate LP-TOD, who elect not to participate in a demand-side management program hereunder shall not be assessed a charge pursuant to this mechanism.

The monthly amount computed under each of the rate schedules to which this Demand-Side Management Cost Recovery Mechanism is applicable shall be increased or decreased by the DSM Cost Recovery Component (DSMRC) at a rate per kilowatt hour of monthly consumption in accordance with the following formula:

$$\text{DSMRC} = \text{DCR} + \text{DRLS} + \text{DSMI} + \text{DBA}$$

Where: **DCR = DSM COST RECOVERY.** The DCR shall include all expected costs which have been approved by the Commission for each twelve-month period for demand-side management programs which have been developed through a collaborative advisory process ("approved programs"). Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating DSM programs. Program costs will be assigned for recovery purposes to the rate classes whose customers are directly participating in the program. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for consultants, employees and administrative expenses, will be recovered through the DCR. Administrative costs that are allocable to more than one rate class will be recovered from those classes and allocated by rate class on the basis of the estimated budget from each program. The cost of approved programs shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DCR for such rate class.

DRLS = DSM REVENUE FROM LOST SALES

Revenues from lost sales due to DSM programs implemented on and after the effective date of this tariff and will be recovered as follows:

For each upcoming twelve-month period, the estimated reduction in customer usage (in KWH) as determined for the approved programs shall be multiplied by the non-variable revenue requirement per KWH for purposes of determining the lost revenue to be recovered hereunder from each customer class. The non-variable revenue requirement for the Residential and General Service customer class is defined as the weighted average price per per KWH of expected billings under the energy charges contained in the

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Louisville, Kentucky**

Executive Director

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DSMRM

Demand-Side Management Cost Recovery Mechanism

Rate RS, VFD, RPM and GS rate schedules in the upcoming twelve-month period after deducting the variable costs included in such energy charges. The non-variable revenue requirement for each of the customer classes that are billed under demand and energy rates (Rates STOD, LC, LC-TOD, LP, and LP-TOD) is defined as the weighted average price per KWH represented by the composite of the expected billings under the respective demand and energy charges in the upcoming twelve-month period, after deducting the variable costs included in the energy charges.

The lost revenues for each customer class shall then be divided by the estimated class sales (in KWH) for the upcoming twelve-month period to determine the applicable DRLS surcharge. Recovery of revenue from lost sales calculated for a twelve-month period shall be included in the DRLS for 36 months or until implementation of new rates pursuant to a general rate case, whichever comes first. Revenues from lost sales will be assigned for recovery purposes to the rate classes whose programs resulted in the lost sales.

Revenues collected hereunder are based on engineering estimates of energy savings, expected program participation and estimated sales for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates and actual program participation are accounted for shall be reconciled in future billings under the DSM Balance Adjustment (DBA) component.

A program evaluation vendor will be selected to provide evaluation criteria against which energy savings will be estimated for that program. Each program will be evaluated after implementation and any revision of the original engineering estimates will be reflected in both (a) the retroactive true-up provided for under the DSM Balance Adjustment and (b) the prospective future lost revenues collected hereunder.

DSMI = DSM INCENTIVE. For all Energy Impact Programs except Direct Load Control, the DSM incentive amount shall be computed by multiplying the net resource savings expected from the approved programs which are to be installed during the upcoming twelve-month period times fifteen (15) percent, not to exceed five (5) percent of program expenditures. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of LG&E's avoided costs over the expected life of the program, and will include both capacity and energy savings. For Energy Education and Direct Load Control Programs, the DSM incentive amount shall be computed by multiplying the annual cost of the approved programs which are to be installed during the upcoming twelve-month period times five (5) percent.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/1/2004
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Date of Issue: July 20, 2004

Issued By

**Date Effective: July 1, 2001
July 20, 2004**

**Michael S. Beer, Vice President
Louisville, Kentucky**

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

DSMRM

Demand-Side Management Cost Recovery Mechanism

The DSM incentive amount related to programs for Residential Rate RS, Volunteer Fire Department Rate VFD, Residential Prepaid Metering Rate RPM, General Service Rate GS, Large Commercial Rate LC, Small Time-of-Day Rate STOD, Large Commercial Time-of-Day Rate LC-TOD, Industrial Power Rate LP, and Industrial Power Time-of-Day Rate LP-TOD shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DSMI for such rate class. DSM incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

DBA = DSM BALANCE ADJUSTMENT. The DBA shall be calculated on a calendar year basis and is used to reconcile the difference between the amount of revenues actually billed through the DCR, DRLS, DSMI and previous application of the DBA and the revenues which should have been billed, as follows:

- (1) For the DCR, the balance adjustment amount will be the difference between the amount billed in a twelve-month period from the application of the DCR unit charge and the actual cost of the approved programs during the same twelve-month period.
- (2) For the DRLS the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DRLS unit charge and the amount of lost revenues determined for the actual DSM measures implemented during the twelve-month period.
- (3) For the DSMI, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DSMI unit charge and the incentive amount determined for the actual DSM measures implemented during the twelve-month period.
- (4) For the DBA, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DBA and the balance adjustment amount established for the same twelve-month period.

The balance adjustment amounts determined on the basis of the above paragraphs (1)-(4) shall include interest applied to the bill amounts, such interest to be calculated at a rate equal to the average of the "3-month Commercial Paper Rate" for the immediately preceding 12-month period. The total of the balance adjustment amounts shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DBA for such rate class. DSM balance adjustment amounts will be assigned for recovery purposes to the rate classes to which over- or under-recoveries of DSM amounts were realized.

The filing of modifications to the DSMRC which require changes in the DCR component shall be made at least two months prior to the beginning of the effective period for billing.

PUBLIC SERVICE COMMISSION
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Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

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DSMRM

Demand-Side Management Cost Recovery Mechanism

Modifications to other components of the DSMRC shall be made at least thirty days prior to the effective period for billing. Each filing shall include the following information as applicable:

- (1) A detailed description of each DSM program developed by the collaborative process, the total cost of each program over the twelve-month period, an analysis of expected resource savings, information concerning the specific DSM or efficiency measures to be installed, and any applicable studies which have been performed, as available.
- (2) A statement setting forth the detailed calculation of the DCR, DRLS, DSMI, DBA and DSMRC.

Each change in the DSMRC shall be placed into effect with bills rendered on and after the effective date of such change.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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**Michael S. Beer, Vice President
Louisville, Kentucky**


Executive Director

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DSMRM

Demand-Side Management Cost Recovery Mechanism

APPLICABLE TO:

Residential Rate RS, Volunteer Fire Department Rate VFD, Residential Prepaid Metering Rate RPM, General Service Rate GS, Small Time-of-Day Rate STOD, Large Commercial Rate LC, Large Commercial Time-of-Day Rate LC-TOD, Industrial Power Rate LP, and Industrial Power Time-of-Day Rate LP-TOD.

DSM Cost Recovery Component (DSMRC):

Residential Rate RS, Volunteer Fire Dept. Rate VFD,
and Residential Prepaid Metering Rate RPM

Energy Charge

DSM Cost Recovery Component (DCR)	0.089 ¢/KWH
DSM Revenues from Lost Sales (DRLS)	0.005 ¢/KWH
DSM Incentive (DSMI)	0.004 ¢/KWH
DSM Balance Adjustment (DBA)	(0.026)¢/KWH
DSMRC Rates RS, VFD and RPM	0.072 ¢/KWH

General Service Rate GS and
Small Time-of-Day Rate STOD

Energy Charge

DSM Cost Recovery Component (DCR)	0.018 ¢/KWH
DSM Revenues from Lost Sales (DRLS)	0.008 ¢/KWH
DSM Incentive (DSMI)	0.000 ¢/KWH
DSM Balance Adjustment (DBA)	0.002 ¢/KWH
DSMRC Rates GS and STOD	0.028 ¢/KWH

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2006
PURSUANT TO 807 KAR 5:011**

**Date of Issue: March 31, 2006
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Issued By

Date Effective: April 3, 2006

**John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky**

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2006-00103 dated March 27, 2006

Louisville Gas and Electric Company

Fourth Revision of Original Sheet No. 71.5
P.S.C. of Ky. Electric No. 6

DSMRM

Demand-Side Management Cost Recovery Mechanism

DSM Cost Recovery Component (DSMRC):

(Continued)

Large Commercial Rate LC

Energy Charge

DSM Cost Recovery Component (DCR)	0.008 ¢/KWH
DSM Revenues from Lost Sales (DRLS)	0.006 ¢/KWH
DSM Incentive (DSMI)	0.000 ¢/KWH
DSM Balance Adjustment (DBA)	0.001 ¢/KWH
DSMRC Rates LC	0.015 ¢/KWH

Large Commercial Time-of-Day Rate LC-TOD

Energy Charge

DSM Cost Recovery Component (DCR)	0.005 ¢/KWH
DSM Revenues from Lost Sales (DRLS)	0.006 ¢/KWH
DSM Incentive (DSMI)	0.000 ¢/KWH
DSM Balance Adjustment (DBA)	0.002 ¢/KWH
DSMRC Rates LC	0.013 ¢/KWH

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

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Louisville Gas and Electric Company

Original Sheet No. 71.6
P.S.C. of Ky. Electric No. 6

DSMRM

Demand-Side Management Cost Recovery Mechanism

DSM Cost Recovery Component (DSMRC):

(Continued)

Industrial Power Rate LP

Energy Charge

DSM Cost Recovery Component (DCR)	0.000 ¢/KWH
DSM Revenues from Lost Sales (DRLS)	0.000 ¢/KWH
DSM Incentive (DSMI)	0.000 ¢/KWH
DSM Balance Adjustment (DBA)	0.000 ¢/KWH
DSMRC Rate LP	0.000 ¢/KWH

Industrial Power Time of Day Rate LP-TOD

Energy Charge

DSM Cost Recovery Component (DCR)	0.000 ¢/KWH
DSM Revenues from Lost Sales (DRLS)	0.000 ¢/KWH
DSM Incentive (DSMI)	0.000 ¢/KWH
DSM Balance Adjustment (DBA)	0.000 ¢/KWH
DSMRC Rate LP-TOD	0.000 ¢/KWH

PUBLIC SERVICE COMMISSION
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Date Effective: October 16, 2003
July 20, 2004


Michael S. Beer, Vice President
Louisville, Kentucky


Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

ECR

Environmental Cost Recovery Surcharge

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

To all electric rate schedules.

RATE

The monthly billing amount under each of the schedules to which this mechanism is applicable, including the fuel clause, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.

$$CESF = E(m) / R(m)$$

$$MESF = CESF - BESF$$

MESF = Monthly Environmental Surcharge Factor

CESF = Current Environmental Surcharge Factor

BESF = Base Environmental Surcharge Factor

Where E(m) is the jurisdictional total of each approved environmental compliance plan revenue requirement of environmental compliance costs for the current expense month and R(m) is the revenue for the current expense month as set forth below.

DEFINITIONS

- 1) For all Plans, $E(m) = [(RB/12) (ROR + (ROR - DR) (TR / (1 - TR)))] + OE$
 - a) Where RB is the Total Environmental Compliance Rate Base.
 - b) Where ROR is the Rate of Return on Environmental Compliance Rate Base, designated as the overall all rate of return [cost of short term debt, long term debt, preferred stock, and common equity]
 - c) Where DR is the Debt Rate [cost of short term debt, and long term debt]
 - d) Where TR is the Composite Federal and State Income Tax Rate.
 - e) Where OE is the Operating Expenses [Depreciation and Amortization Expense, Property Taxes, Insurance Expense; adjusted for the Average Month Expense already included in existing rates]. Includes operation and maintenance expense recovery authorized by the K.P.S.C. in Case Nos. 2000-386, 2002-147, and 2004-00421.
- 2) Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor to arrive at Net Jurisdictional E(m).
- 3) The revenue R(m) is the average monthly revenue, including base revenues and automatic adjustment clause revenues less Environmental Cost Recovery Surcharge revenues, for the Company for the 12 months ending with the current expense month.
- 4) Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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**PUBLIC SERVICE COMMISSION
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July 1, 2005**

**John R. McCall, Executive Vice President,
General Counsel and Secretary,
Louisville, Kentucky**

Executive Director

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Louisville Gas and Electric Company

Original Sheet No. 73
P.S.C. of Ky. Electric No. 6

STANDARD RIDER

MSR

Merger Surcredit Rider

AVAILABILITY

In all territory served.

APPLICABILITY OF SERVICE

To all electric rate schedules excluding those customers receiving their one-time payment of the surcredit amount under the settlement agreement in PSC Case No. 2002-00430.

SURCREDIT

The monthly billing amount computed under each of the rate schedules to which this surcredit is applicable shall be adjusted by the Merger Surcredit Factor, which shall be calculated in accordance with the following formula:

$$\text{Merger Surcredit Factor} = \text{MS} + \text{BA}$$

Where:

(MS) is the Merger Surcredit which is based on the total Company savings that are to be distributed to Company's customers in each 12-month period beginning July 1, 1998.

	<u>Savings to be Distributed</u>	<u>Merger Surcredit (MS)</u>
Year 1	\$ 6,183,320	1.109%
Year 2	9,018,830	1.587%
Year 3	12,168,065	2.103%
Year 4	13,355,755	2.265%
Year 5	14,702,775	2.451%
Year 6	18,045,255	3.185%*
Year 7	18,045,255	3.129%
Year 8	18,045,255	3.052%
Year 9	18,045,255	3.001%
Year 10	18,045,255	2.954%

* Reflects the average factor for the year. Actual application determined by the Final Order in PSC Case No. 2002-00430.

(BA) is the Balancing Adjustment for the second through the twelfth months of the current distribution year which reconciles any over- or under-distribution of the net savings from prior periods. The Balancing Adjustment will be determined by dividing the differences between amounts which were expected to be distributed and the amounts actually distributed from the application of the Merger Surcredit Factor from the previous year by the expected retail sales revenue. The final Balancing Adjustment will be applied to customer billings in the second month following the tenth distribution year.

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Date Effective: October 16, 2003
July 20, 2004

Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

STANDARD RIDER

MSR

Merger Surcredit Rider

TERMS OF DISTRIBUTION

1. The total distribution to Company's customers will, in no case, be less than the sum of the amounts shown above.
2. On or before the 21st of the first month of each distribution year following Year 1, the Company will file with the Commission a status report of the Surcredit. Such report shall include a statement showing the amounts which were expected to be distributed and the amounts actually distributed in previous periods, along with a calculation of the Balancing Adjustment (BA) which will be implemented with customer billings in the second month of that distribution year to reconcile any previous over- or under distributions.
3. The Merger Surcredit shall be applied to the customer's bill following the rates and charges for electric service, but before application of the school tax, the franchise fee, sales tax or other similar items.
4. The Company shall file a plan with the PSC midway through Year 10 of this schedule to address the future disposition of the Merger Surcredit and pending a final order from the Commission in that proceeding, the Merger Surcredit shall remain in effect.

**PUBLIC SERVICE COMMISSION
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**Date Effective: October 16, 2003
ly 20, 2004**

**Michael S. Beer, Vice President
Louisville, Kentucky**

Executive Director

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Louisville Gas and Electric Company

First Revision of Original Sheet No. 74
P.S.C. of Ky. Electric No. 6

D

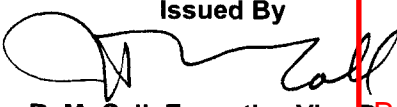
This sheet, which previously contained the
Earnings Sharing Mechanism schedule, is
withdrawn.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
6/30/2005
PURSUANT TO 807 KAR 5:011

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Date Effective June 1, 2005


John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky


Executive Director

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Louisville Gas and Electric Company

First Revision of Original Sheet No. 74.1
P.S.C. of Ky. Electric No. 6

D

This sheet, which previously contained the
Earnings Sharing Mechanism schedule, is
withdrawn.

PUBLIC SERVICE COMMISSION
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John R. McCall, Executive Vice President,
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Louisville, Kentucky

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VDSR

Value Delivery Surcredit Rider

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

To all electric rate schedules.

RATE

The monthly billing amount computed under each of the rate schedules to which this surcredit is applicable shall be adjusted by the Value Delivery Surcredit Factor, which shall be calculated in accordance with the following formula:

$$\text{Value Delivery Surcredit Factor} = \text{VDS} + \text{BA}$$

Where:

(VDS) is the Value Delivery Surcredit which is based on the total Company net savings that are to be distributed to the Company's customers in each 12-month period.

	Net Savings To be Distributed	Value Delivery Surcredit (VDS)
Year 1, Dec 1, 2001 to Dec 31, 2001	\$1,080,000	2.82%
Year 2, Jan 1, 2002 to Dec 31, 2002	\$1,120,000	0.20%
Year 3, Jan 1, 2003 to Dec 31, 2003	\$4,640,000	0.77%
Year 4, Jan 1, 2004 to Dec 31, 2004	\$5,640,000	0.90%
Year 5, Jan 1, 2005 to Dec 31, 2005	\$6,680,000	1.04%
Succeeding Annual Periods beginning Jan 1, 2006	\$7,040,000	1.00%

(BA) is the Balancing Adjustment for the second through the twelfth months of the current distribution year which reconciles any over- or under-distribution of the net savings from prior periods. The Balancing Adjustment will be determined by dividing the differences between amounts which were expected to be distributed and the amounts actually distributed from the application of the Value Delivery Surcredit Factor from the previous year by the expected retail electric revenues. A final Balancing Adjustment will be applied to customer billings in the second month following the termination of the Value Delivery Surcredit.

TERMS OF DISTRIBUTION

- (1) The total distribution to Company's customers will, in no case, be less than the sum of the amounts shown above for Year 1 through Year 5, plus one-twelfth of the amount shown for Succeeding Annual Periods for each month the Value Delivery Surcredit is effective beginning January 1, 2006.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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April 1, 2006

John R. McCall, Executive Vice President
General Counsel, and Corporate Secretary
Louisville, Kentucky

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VDSR

Value Delivery Surcredit Rider

- (2) On or before the 21st of the first month of each distribution year following Year 1, the Company will file with the Commission a status report of the Surcredit. Such report shall include a statement showing the amounts which were expected to be distributed and the amounts actually distributed in previous periods, along with a calculation of the Balancing Adjustment (BA) which will be implemented with customer billings in the second month of that distribution year to reconcile any previous over-or under-distributions.
- (3) The Value Delivery Surcredit shall be applied to the customer's bill following the rates and charges for electric service, but before application of the school tax, the franchise fee, sales tax or similar items.
- (4) The Value Delivery Surcredit shall terminate following completion of the billing month in which the Company files an application for an adjustment of electric base rates pursuant to KRS 278.190 or the Commission enters an order reducing electric base rates pursuant to KRS 278.260 and KRS 278.270.

**PUBLIC SERVICE COMMISSION
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On and After
April 1, 2006**

**John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky**

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2005-00352 dated March 24, 2006

STANDARD RIDER

Franchise Fee Rider

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Available as an option for collection of revenues within governmental jurisdictions which impose on the Company franchise fees, permitting fees, local taxes or other charges by ordinance, franchise, or other governmental directive and not otherwise collected in the charges of the Company's base rate schedules.

DEFINITIONS

Base Year - the twelve month period ending November 30.

Collection Year - the full calendar year following the Base Year.

Base Year Amount -

- 1) a percentage of revenues, as determined in the franchise agreement, for the Base Year; and
- 2) license fees, permit fees, or other costs specifically borne by the Company for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to the Company by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by the Company as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by the Company in accordance with applicable Rules and Regulations approved by and under the direction of the Kentucky Public Service Commission; and
- 3) any adjustment for over or under collection of revenues associated with the amounts in 1) or 2).

RATE

The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.

BILLING

- 1) The franchise charge will be applied exclusively to the base rate and all riders of bills of customers receiving service within the franchising governmental jurisdiction, before taxes.
- 2) The franchise charge will appear as a separate line item on the Customer's bill and show the unit of government requiring the franchise.
- 3) Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.

TERM OF CONTRACT

As agreed to in the franchise agreement. In the event such franchise agreement should lapse but payment of franchise fees, other local taxes, or permitting fees paid by the Company by ordinance, franchise, or other governmental directive should continue, collection shall continue under this tariff.

TERMS AND CONDITIONS

Service will be furnished in accordance with the provisions of the franchise agreement in so far as those provisions do not conflict with the Terms and Conditions applicable to the Company approved by and under the direction of the Kentucky Public Service Commission.

PUBLIC SERVICE COMMISSION
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Michael S. Beer, Vice President
Louisville, Kentucky

Date Effective: October 16, 2003



July 20, 2004

Executive Director

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Louisville Gas and Electric Company

Original Sheet No. 77
P.S.C. of Ky. Electric No. 6

STANDARD RIDER

ST School Tax

N

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule is applied as a rate increase to all other schedules pursuant to KRS 160.617 for the recovery by the utility of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.613.

RATE

The utility gross receipts license tax imposed by the county but not to exceed 3%.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/1/2004

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

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After
2004

Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

STANDARD RIDER

HEA

Home Energy Assistance Program

APPLICABLE

In all territory served.

AVAILABILITY

To all residential customers.

RATE

10¢ per meter per month.

BILLING

The HEA charge shall be shown as a separate item on customer bills.

SERVICE PERIOD

The Home Energy Assistance charge will be applied to all residential electric bills rendered during the billing cycles commencing October 1, 2004 through September 30, 2007, or as otherwise directed by the Public Service Commission. Proceeds from this charge will be used to fund residential low-income demand-side management Home Energy Assistance programs which have been designed through a collaborative advisory process and then filed with, and approved by, the Commission.

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
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Michael S. Beer, Vice President
Louisville, Kentucky


Executive Director

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TERMS AND CONDITIONS Customer Bill of Rights

As a residential customer of a regulated public utility in Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the utility.
- You have the right to inspect and review the utility's rates and tariffed operating procedures during the utility's normal office hours.
- You have the right to be present at any routine utility inspection of your service conditions.
- You must be provided a separate distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in equal, budget payment plans for your natural gas and electric service.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance has been corrected.
- If you have not been disconnected, you have the right to maintain your natural gas and electric service for up to thirty (30) days, you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between the months of November and the end of March.
- If you have been disconnected due to non-payment, you have the right to have your natural gas or electric service reconnected between the months of November through March provided you:
 - 1) Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources, and
 - 2) Pay one third (1/3) of your outstanding bill (\$200 maximum), and
 - 3) Accept referral to the Human Resources' Weatherization Program, and
 - 4) Agree to a repayment schedule that will cause your bill to become current by October 15.
- You have the right to contact the Public Service Commission regarding any dispute that you have been unable to resolve with your utility (call Toll Free 1-800-772-4636).

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/1/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Date of Issue: July 20, 2004

Issued By

Date Effective: With Service Rendered

Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

TERMS AND CONDITIONS

General

COMMISSION RULES AND REGULATIONS

All electric service supplied by the Company shall be in accordance with the applicable rules and regulations of the Public Service Commission of Kentucky.

COMPANY TERMS AND CONDITIONS.

In addition to the rules and regulations of the Commission, all electric service supplied by the Company shall be in accordance with these "Terms and Conditions," which shall constitute a part of all applications and contracts for service.

RATES, TERMS AND CONDITIONS ON FILE

A copy of the rate schedules, terms, and conditions under which electric service is supplied is on file with the Public Service Commission of Kentucky. A copy of such rate schedules, terms and conditions, together with the law, rules, and regulations of the Commission, is available for public inspection in each office of the Company where bills may be paid.

ASSIGNMENT

No order for service, agreement or contract for service may be assigned or transferred without the written consent of the Company.

RENEWAL OF CONTRACT

If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one year each, subject to termination at the end of any year upon 30 days prior written notice by either party.

AGENTS CANNOT MODIFY AGREEMENT WITHOUT CONSENT OF P.S.C. OF KY.

No agent has power to amend, modify, alter, or waive any of these TERMS AND CONDITIONS, or to bind the Company by making any promises or representations not contained herein.

SUPERSEDE PREVIOUS TERMS AND CONDITIONS

These TERMS AND CONDITIONS supersede all TERMS AND CONDITIONS under which the Company has previously supplied electric service.

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OF KENTUCKY
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**Michael S. Beer, Vice President
Louisville, Kentucky**


Executive Director

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**TERMS AND CONDITIONS
Customer Responsibilities**

APPLICATION FOR SERVICE

A written application or contract, properly executed, may be required before the Company is obligated to render electric service. The Company shall have the right to reject for valid reasons any such application or contract.

All applications for service shall be made in the legal name of the party desiring the service.

Where an unusual expenditure for construction or equipment is necessary or where the proposed manner of using electric service is clearly outside the scope of Company's standard rate schedules, Company may establish special contracts giving effect to such unusual circumstances.

TRANSFER OF APPLICATION

Applications for electric service are not transferable and new occupants of premises will be required to make application for service before commencing the use of electricity. Customers who have been receiving electric service shall notify the Company when discontinuance of service is desired, and shall pay for all electric service furnished until such notice has been given and final meter readings made by the Company.

OPTIONAL RATES

If two or more rate schedules are available for the same class of service, it is the customer's responsibility to determine the options available and to designate the schedule under which he desires to receive service.

The Company will, at any time, upon request, advise any Customer as to the most advantageous rate for existing or anticipated service requirements as defined by the Customer, but the Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected.

In those cases in which the most favorable rate is difficult to predetermine, the customer will be given the opportunity to change to another schedule, unless otherwise prevented by the rate schedule under which the Customer is currently served, after trial of the schedule originally designated; however, after the first such change, the Company shall not be required to make a change in schedule more often than once in twelve months.

From time to time, the Customer should investigate his operating conditions to determine a desirable change from one available rate to another. The Company, lacking knowledge of changes that may occur at any time in the Customer's operating conditions, does not assume responsibility that Customers will at all times be served under the most beneficial rate.

In no event will the Company make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same class of service.

CUSTOMER'S EQUIPMENT AND INSTALLATION

The customer shall furnish, install and maintain at his expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be

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Louisville, Kentucky**


Executive Director

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TERMS AND CONDITIONS Customer Responsibilities

installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. The customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of the Company is detrimental to its electric system or to the service of other customers of the Company. The Company assumes no responsibility whatsoever for the condition of the customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof

OWNER'S CONSENT TO OCCUPY

The Customer shall grant easements and rights-of-way on and across Customer's property at no cost to the Company.

ACCESS TO PREMISES AND EQUIPMENT

The Company shall have the right of access to the customer's premises at all reasonable times for the purpose of installing, meter reading, inspecting, repairing, or removing its equipment used in connection with its supply of electric service or for the purpose of turning on and shutting off the supply of electricity when necessary and for all other proper purposes. The customer shall not construct or permit the construction of any structure or device which will restrict the access of the Company to its equipment for any of the above purposes.

PROTECTION OF COMPANY'S PROPERTY

Customers will be held responsible for tampering, interfering with, breaking of seals of meters, or other equipment of the Company installed on the Customer's premises, and will be held liable for same according to law. The Customer hereby agrees that no one except the employees of the Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Company. Upon the absence of an active account, the property owner assumes responsibility for any consumption and the Company's property and service.

POWER FACTOR

The Company installs facilities to supply power to the Customer at or near unity power factor.

The Company expects Customer to use apparatus which shall result in a power factor near unity. However, the Company will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90 percent either lagging or leading.

Where the Customer's power factor is less than 90 percent, the Company reserves the right to require the Customer to furnish, at his own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

Electric service shall not be used for purposes other than as set forth in customer's application or contract.


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Michael S. Beer, Vice President
Louisville, Kentucky

By 
Executive Director
1, 2004

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TERMS AND CONDITIONS Customer Responsibilities

Except in cases where the Customer has contract with the company for reserve or auxiliary service, no other electric light or power service will be used by the Customer on the same installation in conjunction with the Company's service, either by means of a throw-over switch or any other connection.

LIABILITY

The Customer assumes all responsibility for the electric service upon the Customer's premises at and from the point of delivery of electricity and for the wires and equipment used in connection therewith, and will protect and save the Company harmless from all claims for injury or damage to persons or property occurring on the Customer's premises or at and from the point of delivery of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of the Company.

NOTICE TO COMPANY OF CHANGES IN CUSTOMER'S LOAD

The service connections, transformers, meters, and appurtenances supplied by Company for the rendition of electric service to its customers have a definite capacity which may not be exceeded without damage. In the event that the customer contemplates any material increase in his connected load, whether in a single increment or over an extended period, he shall immediately give the Company written notice of this fact so as to enable it to enlarge the capacity of such equipment. In case of failure to give such notice the customer may be held liable for any damage done to meters, transformers, or other equipment of the Company caused by such material increase in the customer's connected load.

PERMITS

The customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give the Company or its agents access to the customer's premises and equipment and to enable its service to be connected therewith. In case the customer is not the owner of the premises or of intervening property between the premises and the Company's distribution lines the customer shall obtain from the proper owner or owners the necessary consent to the installation and maintenance in said premises and in or about such intervening property of all such wiring or other customer-owned electrical equipment as may be necessary or convenient for the supply of electric service to customer. Provided, however, to the extent permits, easements, or certificates are necessary for the installation and maintenance of Company-owned facilities, the Company shall obtain the aforementioned consent.

The construction of electric facilities to provide service to a number of customers in a manner consistent with good engineering practice and the least public inconvenience sometimes requires that certain wires, guys, poles, or other appurtenances on a customer's premises be used to supply service to neighboring customers. Accordingly, each customer taking Company's electric service shall grant to Company such rights on or across his or her premises as may be necessary to furnish service to neighboring premises, such rights to be exercised by the Company in a reasonable manner and with due regard for the convenience of the customer.


The Company shall make or cause to be made application for any necessary street permits, and shall not be required to supply service under the customer's application until a reasonable time after such permits are granted.

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By
Michael S. Beer, Vice President
Louisville, Kentucky


id After
1, 2004
Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00432 dated June 30, 2004

**TERMS AND CONDITIONS
Company Responsibilities**

METERING

The electricity used will be measured by a meter or meters to be furnished and installed by the Company at its expense and all bills will be calculated upon the registration of said meters. When service is supplied by Company at more than one delivery point on the same premises, each delivery point will be metered and billed separately on the rate applicable. Meters include all measuring instruments. Meters will be located outside whenever possible. Otherwise, meters will be located as near as possible to the service entrance and on the ground floor of the building, in a clean, dry, safe and easily accessible place, free from vibration, agreed to by the Company.

POINT OF DELIVERY OF ELECTRICITY

The point of delivery of electrical energy supplied by the Company shall be at the point, as designated by the Company, where Company's facilities are connected with the facilities of the customer, irrespective of the location of the meter.

EXTENSION OF SERVICE

The main transmission lines of the Company, or branches thereof, will be extended to such points as provide sufficient load to justify such extensions or in lieu of sufficient load, the Company may require such definite and written guarantees from a Customer, or group of Customers, in addition to any minimum payments required by the Tariff as may be necessary. This requirement may also be made covering the repayment, within a reasonable time, of the cost of tapping such existing lines for light or power service or both.

COMPANY'S EQUIPMENT AND INSTALLATION

The Company will furnish, install, and maintain at its expense the necessary overhead service drop or service line required to deliver electricity to the customer's electric facilities at the voltage contracted for.

The Company will furnish, install, and maintain at its expense the necessary meter or meters. (The term meter as used here and elsewhere in these rules and regulations shall be considered to include all associated instruments and devices, such as current and potential transformers, installed for the purpose of measuring deliveries of electricity to the customer.) Suitable provision for the Company's meter, including an adequate protective enclosure for the same if required, shall be made by the customer. Title to the meter shall remain in the Company, with the right to install, operate, maintain, and remove same. The customer shall protect such property of the Company from loss or damage, and no one who is not an agent of the Company shall be permitted to remove, damage or tamper with the same. The customer shall execute such reasonable form of easement agreement as may be required by Company.

Notwithstanding the provisions of 807 KAR 5:006, Section 13(4), a reasonable time shall be allowed subsequent to customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for commercial or industrial service shall furnish the Company with realistic estimates of prospective electricity requirements.

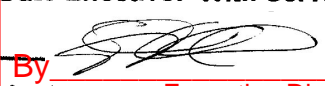
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Michael S. Beer, Vice President


Executive Director

Louisville, Kentucky

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**TERMS AND CONDITIONS
Company Responsibilities**

COMPANY NOT LIABLE FOR INTERRUPTIONS

The Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of the Company.

COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES

The Company is merely a supplier of electricity delivered to the point of connection of Company's and the customer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of the customer or of third persons resulting from the presence, use or abuse of electricity on the customer's premises or resulting from defects in or accidents to any of customer's wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever other than the negligence of the Company.

LIABILITY

In no event shall the Company have any liability to the Customer or any other party affected by the electrical service to the Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to the Customer or any other party. In the event that the Customer's use of the Company's service causes damage to the Company's property or injuries to persons, the Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold the Company harmless from any and all suits, claims, losses, and expenses associated therewith.

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Louisville, Kentucky**


**By _____nd After
1, 2004
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Louisville Gas and Electric Company

Original Sheet No. 84
P.S.C. of Ky. Electric No. 6

TERMS AND CONDITIONS

Character of Service

The Company supplies alternating current with a nominal frequency of 60 cycles per second. Direct current service, which has been supplied to a limited number of customers in a limited area, is not available for any new connection nor for any increase in the capacity of existing direct current loads.

Company's electric service is supplied at the following nominal voltages and phases:

SECONDARY DISTRIBUTION VOLTAGES

Residential Service.

Single phase 120/240 volts three-wire service or 120/208Y volts three-wire where network system is used.

Commercial and Industrial Service.

Single Phase 120/240 volts three wire. Three phase 240 volts three wire, 480 volts three wire, 120/208Y volts four wire or 277/480Y volts four wire.

PRIMARY DISTRIBUTION VOLTAGES

According to location, 2400/4160Y volts, 7200/12,470Y volts, 13,800 volts, or 34,500 volts.

TRANSMISSION LINE VOLTAGES

69,000 volts, 138,000 volts, or 345,000 volts.

The voltage available to any individual customer shall depend upon the voltage of the Company's lines serving the area in which such customer's electric load is located.

APPLICATION OF SERVICE VOLTAGE DIFFERENTIALS

To be eligible for the rate applicable to any voltage level other than distribution secondary voltage, a customer must furnish and maintain complete substation structure, transformers, and other equipment necessary to take service at the distribution primary or transmission line voltage available at point of connection. In the event Company is required to provide a transformer station to reduce an available voltage to a lower voltage for delivery to a customer, the customer shall be served at the rate applicable to the lower voltage; provided, however, that if the same rate is applicable to both the available voltage and the delivery voltage, the rate will be applied as though the customer were served at the next lower voltage classification from that of the actual delivery voltage. The available voltage shall be the voltage on that distribution or transmission line which the Company designates as being suitable from the standpoint of capacity and other operating characteristics for supplying the requirements of the customer.

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Louisville, Kentucky


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TERMS AND CONDITIONS

Residential Rate Specific Terms and Conditions

Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances, and other domestic purposes.


1. Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, the Company will require, as a condition precedent to the application of the residential rate, that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to the Customer, the Company will allow service to two or more families to be taken through one meter, but in this event the energy blocks and minimum bills of the applicable residential rate shall be multiplied by the number of families thus served, such number of families to be determined on the basis of the number of kitchens in the building. At the Customer's option, in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to one Customer at an appropriate non-residential rate. under a general service rate applicable.
2. Single family unit service shall include usage of electric energy customarily incidental to home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is carried on by the Customer in his residence.
3. A residential building used by a single family as a home, which is also used to accommodate roomers or boarders for compensation, will be billed at the residential rate provided it does not exceed 12 rooms in size. Such a residential building of more than twelve rooms used to accommodate roomers or borders for compensation will be classified as commercial and billed on the appropriate at commercial or general service rates. In determining the room rating of rooming and boarding houses, all wired rooms shall be counted except hallways, vestibules, alcoves, closets, bathrooms, lavatories, garrets, attics, storage rooms, trunk rooms, basements, cellars, porches and private garages.
4. Service used in residential buildings occupied by fraternity or sorority organizations associated with educational institutions will be classified as residential and billed at the residential rate.
5. Where both residential and general or commercial classes of service are supplied through a single meter, such combined service shall be classified as general and billed at the appropriate non-residential general service rate. The Customer may arrange his wiring so as to separate the general service from the residential service, in which event two meters will be installed by the Company and separate residential and general service rates applied to the respective classes of service.
6. If a farm Customer's barns, pump house or other outbuildings are located at such distance from his residence as to make it impracticable to supply service thereto through his residential meter, the separate meter required to measure service to such remotely located buildings will be considered a separate service contract and billed as a separate Customer on the applicable general service rate.
7. Single-phase power service used for domestic purposes will be permitted under Residential Rate RS when measured through the residential meter subject to the conditions set forth below:

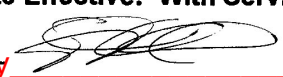
**PUBLIC SERVICE COMMISSION
OF KENTUCKY**
Pursuant to 807 KAR 5:011
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TERMS AND CONDITIONS

Residential Rate Specific Terms and Conditions

- (a) Single-phase motors may be served at 120 volts if the locked-rotor current at rated voltage does not exceed 50 amperes. Motors with locked-rotor current ratings in excess of 50 amperes must be served at 240 volts.
 - (b) Single-phase motors of new central residential cooling installations with total locked-rotor ratings of not to exceed 125 amperes (inclusive of any auxiliary motors arranged for simultaneous starting with the compressor) may be connected for across-the-line starting provided the available capacity of Company's electric distribution facilities at desired point of supply is such that, in Company's judgment, the starting of such motors will not result in excessive voltage dips and undue disturbance of lighting service and television reception of nearby electric customers. However, except with Company's express written consent, no new single-phase central residential cooling unit having a total lock-rotor rating in excess of 125 amperes inclusive of auxiliary motors arranged for simultaneous starting with the compressor) shall hereafter be connected to Company's lines, or be eligible for electric service therefrom, unless it is equipped with an approved type of current-limiting device for starting which will reduce the initial and incremental starting current inrush to a maximum of 100 amperes per step. Company shall be furnished with reasonable advance notice of any proposed central residential cooling installation.
 - (c) In the case of multi-motored devices arranged for sequential starting of the motors, the above rules are considered to apply to the locked-rotor currents of the individual motors; if arranged for simultaneous starting of the motors, the rules apply to the sum of the locked-rotor currents of all motors so started.
 - (d) Any motor or motors served through a separate meter will be billed as a separate customer.
8. No three-phase power service will be rendered under Residential Rate Schedule RS.

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**Michael S. Beer, Vice President
Louisville, Kentucky**

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**TERMS AND CONDITIONS
BILLING**

METER READINGS AND BILLS

Each bill for utility service shall be issued in compliance with 807 KAR 5:006, Section 6.

All bills will be based upon meter readings made in accordance with the Company's meter reading schedule. The Company, except if prevented by reasons beyond its control, shall read customers meters at least quarterly, except that customer-read meters shall be read at least once during the calendar year.

In the case of opening and closing bills when the total period between regular and special meter readings is less than thirty days, the minimum charges of the applicable rate schedules will be prorated on the basis of the ratio of the actual number of days in such period to thirty days.

When Company is unable to read customer's meter after reasonable effort, or when Company experiences circumstances which make actual meter readings impossible or impracticable, customer may be billed on an estimated basis and the billing will be adjusted as necessary when the meter is read.

In the event Company's electric or gas meter fails to register properly by reason of damage, accident, etc., the Company shall have the right to estimate the customer's consumption during the period of failure on the basis of such factors as the customer's connected load, heating degree days, and consumption during a previous corresponding period and during a test period immediately following replacement of the defective meter.

Where the Company serves a customer with both electric and gas service at the same service location, the Company will render a combined bill. Provided, however, a residential customer may request, and the Company will render, separate bills under the following conditions: (1) the customer is being threatened with disconnection for non-payment or has already been disconnected for that reason and (2) the customer would be able to pay either the gas or electric portion of his bill and thus retain one service.

Bills are due and payable in their net amount at the office of the Company during business hours, or at other locations designated by the Company, within 15 days from date of rendition thereof. In the event a bill is not paid on or before the final day of this 15 day net payment period, the gross bill including forfeited discount or delayed payment charge shall become due and payable at the office of the Company.

Failure to receive a bill does not exempt a customer from these provisions of the Company's Terms and Conditions.

READING OF SEPARATE METERS NOT COMBINED

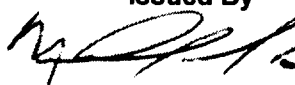
For billing purposes, each meter upon the customer's premises will be considered separately and readings of two or more meters will not be combined except where the Company's operating convenience requires the installation of two or more meters upon the customer's premises instead of one meter.

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TERMS AND CONDITIONS

BILLING

MONITORING OF CUSTOMER USAGE

In order to detect unusual deviations in individual customer consumption, the Company will monitor the usage of each customer at least once annually. Should an unusual deviation in the customer's consumption be found which cannot be attributed to a readily identified cause, the Company will perform a detailed analysis of the customer's meter reading and billing records. If the cause for the usage deviation cannot be determined from analysis of the customer's meter reading and billing records, the Company will contact the customer by telephone or in writing to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume, or known leaks in the customer's service line. Where the deviation is not otherwise explained, the Company will test the customer's meter to determine whether it shows an average error greater than 2 percent fast or slow. The Company will notify the customers of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 10(4) and (5). In addition to the annual monitoring, the Company will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or customer inquiry.

RESALE OF ELECTRIC ENERGY

Electric energy furnished under the Company's standard application or contract is for the use of the customer only and no customer shall resell such energy to any other person, firm, or corporation on the customer's premises or for use on any other premises without the written consent of Company. If energy is resold in accordance with such written consent of Company, the energy may be resold only under one of the following two procedures: (1) the bill for electric service shall be divided by the total KWH's delivered to the customer during the billing period by LG&E and the resulting cost per KWH shall then be applied to the KWH's of energy used by each end-user; or (2) such energy shall be resold at rates which are identical to the rates which would be charged by the Company for like and contemporaneous service.

Electric service shall not be used for purposes other than as set forth in customer's application or contract.

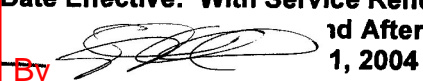
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1, 2004**

**Michael S. Beer, Vice President
Louisville, Kentucky**

Executive Director

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TERMS AND CONDITIONS DEPOSITS

The Company may require a minimum cash deposit or other guaranty to secure payment of bills except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. The Company may offer customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first three normal billing periods. Service may be refused or discontinued for failure to pay the requested deposit.

Generally, deposits will be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with the Company), as well as historic and ongoing payment and credit history with the Company. Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services. Satisfactory payment criteria with the Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service.

If a non-residential customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by the Company in its sole discretion, the Company may require a new or additional deposit from the customer. A new or additional deposit may also be required if the customer's classification of service changes or if there is a substantial change in usage.

Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to the customer's bills, except that no refund or credit will be made if the customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to the customer's bill prior to 12 months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to the customer.

Residential deposits will be retained for a period not to exceed 12 months, provided the customer has met satisfactory payment and credit criteria. Non-residential deposits will be maintained as long as the customer remains on service.

If a deposit is held longer than 18 months, the deposit will be recalculated at the customer's request based on the customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential customer or 10 percent for a non-residential customer, the Company may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

DEPOSIT AMOUNT

Residential electric customers will pay a deposit in the amount of \$120.00, which is calculated in accordance with 807 KAR5:006 Section 7(1)(b). For combination gas and electric customers, the total deposit will be \$240.00.

Non-residential customers' deposits shall be based upon actual usage of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar customers and

PUBLIC SERVICE COMMISSION
OF KENTUCKY
STANDARD
P.S.C. 807 KAR5:011
SECTION 9 (1)

Date of Issue: July 20, 2004

Issued By

Date Effective: With Service Rendered

Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

**TERMS AND CONDITIONS
DEPOSITS**

premises in the system. The deposit amount shall not exceed 2/12 of the customer's actual or estimated annual bill where bills are rendered monthly.

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**PUBLIC SERVICE COMMISSION
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EFFECTIVE
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1, 2004**

**Michael S. Beer, Vice President
Louisville, Kentucky**

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

TERMS AND CONDITIONS

Budget Payment Plan

The Company's Budget Payment Plan is available to any residential customer or general service customer. Small business customers must have a minimum of three months of usage history and a zero balance owed on their account(s) to be eligible for the Budget Payment Plan. Under this plan, a customer may elect to pay, each month, a budgeted amount in lieu of billings for actual usage. A customer may enroll in the plan at any time.

The budgeted amount will be determined by the Company, and will be based on one-twelfth of the customer's usage for either an actual or estimated twelve months. The budgeted amount will be subject to review and adjustment by the Company at any time during the customer's budget year. If actual usage indicates the customer's account will not be current with the final payment in the customer's budget year, the customer will be required to pay their Budget Payment Plan account to \$0 prior to the beginning of the customer's next budget year.

If a customer fails to pay bills as agreed under the Budget Payment Plan, the Company reserves the right to remove the customer from the plan, restore the customer to regular billing and require immediate payment of any deficiency. A customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the plan for twelve (12) months.

Failure to receive a bill in no way exempts a customer from the provisions of these terms and conditions.

**PUBLIC SERVICE COMMISSION
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7/1/2004

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d After
l, 2004**

**Michael S. Beer, Vice President
Louisville, Kentucky**

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

Louisville Gas and Electric Company

Original Sheet No. 89
P.S.C. of Ky. Electric No. 6

TERMS AND CONDITIONS

Bill Format



Customer Service: (502) 589-1444 Mon-Fri 7AM-7PM
Walk-In Center Hours: Mon-Fri 8AM-5PM
www.lgeenergy.com

DATE DUE	AMOUNT DUE
07/22/04	\$67.47

Conserve paper - Go Electronic! Did you know we can send your utility bill by e-mail? Switching to e-bill is easy when you visit our website: www.lgeenergy.com.

ACCOUNT INFORMATION

Account Number: 5000-0367-1700-1 9
Account Name: JOHN DOE
Service Address: 1234 ANYWHERE ST
Next Read Date: 08/03/04

BILLING SUMMARY

Previous Balance	64.93
Payments as of 07/06	(66.34)
Balance as of 07/06	(3.41)
Electric Charges	54.95
Gas Charges	15.93
Utility Charges as of 07/06	70.88
Total Amount Due	67.47

Averages for Billing Period	This Year	Last Year
Average Temperature	78°	75°
Number of Days Billed	29	29
Electric/kwh per Day	28.0	29.3
Gas/ccf per Day	0.3	0.3

ELECTRIC CHARGES

Rate Type: ELECTRIC RESIDENTIAL

Customer Charge	3.51
Energy Charge	50.05
Other Charges For Above Rates	
Electric Fuel Adjustment (\$0.0051 x 812 kwh)	0.41
Electric Residential DSM (\$0.0068 x 812 kwh)	0.71
Environmental Surcharge (2.270% x \$54.68)	1.24
Merger Surcredit (3.129% CR x \$55.92)	-1.75
Earnings Sharing Adjustment (2.360% x \$54.17)	1.28
Value Delivery Surcredit (0.900% CR x \$55.45)	-0.50
Total Electric Charges	\$54.95

Meter Reading Information

Meter # 406270	
Actual Reading on 07/02	63494
Previous Reading on 06/03	62682
Current kwh Usage	812
Meter Multiplier	1
Metered kwh Usage	812

Please see reverse side for additional charges.

Please bring entire bill when paying in person.

Customer Service (502) 589-1444

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Account Number	Payment Due Date	Amount Due By Due Date	Amount Due After Due Date	Winter Help Donation	Amount Enclosed
5000-0367-1700-1 9	07/22/04	\$67.47	\$71.02	\$	\$

Home Phone # (502) 935-0138

☐ Check here if plan(s) requested on back of stub.

OFFICE USE ONLY: MB
C02, R0068, G999999
P64.93



PO BOX 35590
LOUISVILLE, KY 40232-5590

#BWNGGLS
#5000036717001 0 5#

JOHN DOE
1234 ANYWHERE ST
LOUISVILLE, KY 40272-3124

PRINTED ON RECYCLED PAPER

Service Address: 1234 ANYWHERE ST

01500003671700190000000007 020000000674700000000000010

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/1/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Date of Issue: July 20, 2004

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Michael S. Beer, Vice President
Louisville, Kentucky

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

TERMS AND CONDITIONS
Bill Format

Account Number: 5000-0367-1700-1 9 Page 2

GAS CHARGES			
Rate Type: GAS RESIDENTIAL			
Customer Charge	7.11	Meter Reading Information	
Gas Distribution Charge	1.36	Meter #	520829
Gas Supply Component (\$.74885 x 10 ccf)	7.49	Actual Reading on 07/02	2408
Other Charges For Above Rates		Previous Reading on 06/03	2398
Gas Residential DSM (\$.00324 x 10 ccf)	0.03	Current ccf Usage	10
Value Delivery Surcredit (0.380% CRx \$15.99)	-0.06	Meter Multiplier	1
Total Gas Charges	\$15.93	Metered ccf Usage	10

BILLING INFORMATION	
Late Charge to be Assessed After Due Date	\$3.55
Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.	

IMPORTANT INFORMATION	
To request a copy of your rate schedule, please call 1-502-589-1444, and press 1-1-3-2-4-2.	
Save time, money and checks! Join our Automatic Bank Club (ABC) now by checking the box on the back of your bill-payment stub. You still receive bills to let you know your usage information and how much money will be deducted from your bank account on your payment due date.	

New enrollment only - Please check box(es) below and on front of stub.

- ☐ Budget Plan
- ☐ Automatic Bank Club (voided check must be provided)

Please deduct my Automatic Bank Club payment from my Checking Account.

I hereby authorize LG&E to debit my bank account for payment of my monthly energy bill. This authorization will remain in effect until revoked by me or LG&E.

Signature _____

Date _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/1/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

Date of Issue: July 20, 2004

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Date Effective: With Service Rendered

id After

1, 2004

Executive Director

Michael S. Beer, Vice President
Louisville, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

**TERMS AND CONDITIONS
Discontinuance of Service**

In accordance with and subject to the rules and regulations of the Public Service Commission of Kentucky, the Company shall have the right to refuse or discontinue to serve an applicant or customer under the following conditions:

- A. When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce the customer to comply with its rules and then only after the customer has been given at least 10 days written notice of such intention, mailed to his last known address.
- B. When a dangerous condition is found to exist on the customer's or applicant's premises. In such case service will be discontinued without notice or refused, as the case might be. Company will notify the customer or applicant immediately of the reason for the discontinuance or refusal and the corrective action to be taken before service can be restored or initiated.
- C. When a customer or applicant refuses or neglects to provide reasonable access and/or easements to and on his premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given 15 days written notice of Company's intention to discontinue or refuse service.
- D. When Applicant is indebted to Company for service furnished. Company may refuse to serve until indebtedness is paid.
- E. When customer or applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- F. When directed to do so by governmental authority.
- G. Service will not be supplied or continued to any premises if the applicant or customer is indebted to the Company for service previously supplied at the same or any other premises until payment of such indebtedness shall have been made. Unpaid balances of previously rendered Final Bills may be transferred to any account for which the customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred and will be subject to the Company's collection and disconnection procedures. Final Bills may be transferred regardless of whether they are for combination gas and electric or gas only or electric only charges. The Company shall have the right to transfer Final Bills between residential and commercial with residential characteristics (e.g., service supplying common use facilities of any apartment building) revenue classifications.

Service will not be supplied or continued to any premises if at the time of application for service the applicant is merely acting as an agent of a person or former customer who is indebted to the Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Service will not be supplied where the applicant is a partnership or corporation whose general partner or controlling stockholder is a present or former customer who is indebted to the Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

- H. For non-payment of bills. The Company shall have the right to discontinue service for non-payment of bills after the customer has been given at least ten days written notice.

**PUBLIC SERVICE COMMISSION
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JULY 1, 2004
SECTION 9 (1)**

Date of Issue: July 20, 2004

Issued By

Date Effective: With Service Rendered


Michael S. Beer, Vice President


Executive Director

Louisville, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

TERMS AND CONDITIONS Discontinuance of Service

separate from his original bill. Cut-off may be effected not less than 27 days after the mailing date of original bills unless, prior to discontinuance, a residential customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than 30 days from the original date of discontinuance. The Company shall notify the customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.

- I. For fraudulent or illegal use of service. When Company discovers evidence that by fraudulent or illegal means a customer has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to the customer may be discontinued without notice. Within twenty-four (24) hours after such termination, the Company shall send written notification to the customer of the reasons for such discontinuance of service and of the customer's right to challenge the termination by filing a formal complaint with the Public Service Commission of Kentucky. The Company's right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. The Company shall not be required to restore service until the customer has complied with all rules of the Company and regulations of the Commission and the Company has been reimbursed for the estimated amount of the service rendered and the cost to the Company incurred by reason of the fraudulent use.

When service has been discontinued for any of the above reasons, the Company shall not be responsible for any damage that may result therefrom.

Discontinuance or refusal of service shall be in addition to, and not in lieu of, any other rights or remedies available to the Company.

The Company may defer written notice based on the customer's payment history provided the Company continues to provide the required ten days written notice prior to discontinuance of service.

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John R. McCall
By

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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5/11/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Date of Issue: April 11, 2006
Canceling Original Sheet No. 90.1
Issued July 20, 2004

Issued By
Rw GP

Date Effective: May 11, 2006

John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

TERMS AND CONDITIONS

Line Extension Plan

1. The Company will extend its single phase electric lines at its own expense for a distance of up to one thousand feet to each bona-fide applicant for year-round electric service who demonstrates that such service will be of a permanent nature. Applicant must agree in writing to take service when the extension is completed and have his building or other permanent facility wired and ready for connection.
2. The Company will extend its single phase electric lines in excess of the above distance provided the applicant for service advances to the Company an amount equal to the estimated cost of such excess portion of the extension.
3. The Company will install at its own expense a service drop of suitable capacity, the length of which is not included in the foregoing distances. The Company will provide the necessary meter or meters to measure service in accordance with the applicable rate schedule or schedules.
4. For each new year-round customer actually connected to the extension within a ten-year period following completion thereof, but not to extensions or laterals therefrom, the Company will refund to each applicant who advanced funds in accordance with Paragraph 2 above an amount equal to 1000 times the average unit cost per foot of extension advanced by such applicant; provided that such refunds shall not exceed, in the aggregate, the amount originally advanced to the Company.
5. In the event the Company is required to make a further extension of its lines to serve a customer, Company reserves the right to connect to any extension constructed under these rules and to connect customers to such additional extensions without application of the refund referred to in Paragraph 4 above.
6. The title to all extensions herein provided for, together with all necessary rights of way, permits and easements, shall be and remain in the Company.
7. Nothing herein shall be constructed as preventing the Company from making electric line extensions under more favorable terms than herein prescribed provided the potential consumption and revenue is of such amount and permanency as to warrant such terms and render economically feasible the capital expenditure involved.
8. Anything contained herein to the contrary notwithstanding, distribution line extensions to mobile homes will be made in accordance with the rules of the Public Service commission of Kentucky, 807 KAR 5:041E, Section 12.
9. The Company shall not be obligated to extend its electric lines in cases where such extensions in the judgment of Company, would be infeasible, impractical, or contrary to good operating practice.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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SECTION 9 (1)**

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**Date Effective: January 1, 1982
July 20, 2004**

**Michael S. Beer, Vice President
Louisville, Kentucky**

Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

**TERMS AND CONDITIONS
Underground Service Rules**

1. With the exception of the downtown section of the City of Louisville designated by City as an underground district, Company's distribution system is generally designed as an overhead system. All extensions of service will be made through the use of overhead facilities except as provided in these rules.
2. Within the aforesaid City of Louisville underground district or in those cases where Company's engineering or operating convenience requires the construction of an underground extension, the excess of the cost of an underground extension over that of an overhead extension will be financed by the Company.
3. In cases other than those specified in Paragraph 2 above, where the customer requests and Company agrees to supply underground service to an individual premise, the customer shall pay to Company the excess, as estimated by the Company, of the cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity, which payment will not be subject to refund.
4. Rules governing the terms and conditions under which underground extensions will be made in new residential subdivisions are set forth on Sheets 29, 30 and 31 of this Tariff and entitled "Underground Electric Extension Rules for New Residential Subdivisions."
5. In all cases the point of delivery to an individual premise shall be at a point on such premise as designated by the Company. The customer will provide, own, operate and maintain all electric facilities on his side of the point of delivery, with the exception of Company's meter, for which suitable provision shall be made by the customer in accordance with Company's general rules.
6. In all cases other than those specified in Paragraph 2 above, the Company shall not be obligated to supply underground service when, in the judgment of Company, such service would be infeasible, impractical, or contrary to good operating practice.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
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PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

**Date Effective: January 1, 1982
July 20, 2004**

Date of Issue: July 20, 2004

Issued By

**Michael S. Beer, Vice President
Louisville, Kentucky**

**By
Executive Director**

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

TERMS AND CONDITIONS

Underground Electric Extension Rules for New Residential Subdivisions

The Company will install underground electric distribution facilities within new residential subdivisions in accordance with its standard policies and procedures and the rules of the Public Service Commission of Kentucky applicable thereto (807 KAR 5:041E, Section 21, Electric) under the following conditions:

1. These rules shall apply only to 120/240 volt, single phase service to:
 - (a) Residential subdivisions containing ten or more lots for the construction of new residential buildings designed for less than five-family occupancy.
 - (b) High density, multiple-occupancy residential building projects consisting of two or more buildings not more than three stories above grade level and containing not less than five family units per building.
2. When an Applicant has complied with these rules and with the applicable rules of the Public Service Commission, and has given the Company at least 120 days' written notice prior to the anticipated date of completion (i.e., ready for occupancy) of the first building in the subdivision, the Company will undertake to complete the installation of its facilities at least 30 days prior to such estimated date of completion. However, nothing herein shall be interpreted to require the Company to extend service to portions of subdivisions not under active development.
3. Any Applicant for underground distribution facilities to a residential subdivision, as described in Paragraph 1(a) above, shall pay to the Company, in addition to such refundable deposits as may be required in accordance with Paragraph 5 below, a unit charge of \$2.78 per aggregate lot front foot along all streets contiguous to the lots to be served underground. Such payment shall be non-refundable.
4. The Company will install underground single-phase facilities to serve high-density, multiple-occupancy residential building projects, as described in Paragraph 1(b) above, as follows:
 - (a) Where such projects have a density of not less than eight family units per acre, at no charge to the Applicant except where a refundable deposit may be required in accordance with Paragraph 5 below.
 - (b) Where such buildings are widely separated and have a density of less than eight family units per acre, at a cost to the Applicant equivalent to the difference between the actual cost of constructing the underground distribution system and the Company's estimated cost for construction of an equivalent overhead distribution system, the latter including an allowance of not less than \$50 per service drop required. Such payment shall be non-refundable.
5. The Applicant may be required to advance to the Company the full estimated cost of construction of its underground electric distribution extension. This advance, to the extent it exceeds the non-refundable charges set forth above, shall be subject to refund.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

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1/1/2006

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

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Issued November 19, 2004

Issued By

Date Effective: January 1, 2006

John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

TERMS AND CONDITIONS

Underground Electric Extension Rules for New Residential Subdivisions

- (a) In the case of residential subdivisions, this advance, if required, shall be calculated at a unit charge of \$12.45 per aggregate front-foot and the refund shall be made, on the basis of 2000 times the amount by which such unit charge advance exceeds the non-refundable unit charge set forth in Paragraph 3 above, for each permanent customer connected to the underground distribution system during the ten year period following the date such advance is made.
- (b) In the case of high-density, multiple-occupancy residential building projects, this advance, if required, shall be based on construction costs for the project as estimated by the Company and shall be refunded, to the extent such advance exceeds any non-refundable charges applicable, when permanent service is commenced to 20 percent of the family units in the project, provided such conditions are met within ten years following the date such advance is made.
- (c) In no case shall the refunds provided for herein exceed the amounts deposited less those non-refundable charges applicable to the project.
6. Where, upon mutual agreement by the Company and the Applicant, Applicant performs the trenching and/or backfilling in accordance with the Company's specifications, the Company will credit the Applicant's costs in an amount equal to the Company's estimated cost for such trenching and/or backfilling. Such credit will be based on the system as actually designed and constructed.
7. In order that the Company may make timely provision for materials and equipment, a contract between an Applicant and the Company for an underground extension under these rules shall ordinarily be required at least six months prior to the date service in the subdivision is needed. The Applicant shall advance not less than 10% of the amounts due under the said contract at the time of its execution. The remaining amounts due shall be payable in full prior to the commencement of actual construction by the Company of its facilities.
8. Three-phase primary mains or feeders required within a subdivision to supply local distribution or to serve individual three-phase loads may be overhead unless underground facilities are required by governmental authorities or chosen by Applicant, in either of which cases the differential cost of underground shall be borne by the Applicant.
9. Unit charges, where specified herein, are determined from the Company's estimate of the average unit cost of such construction within its service area and the "estimated average cost differential," if any and here applicable, between the estimated average cost of underground distribution systems in residential subdivisions and the estimated cost of equivalent overhead distribution systems in representative residential subdivisions.
10. The point of delivery of electric service shall be at a junction device located as specified by the Company, where the facilities of the Company join the customer's facilities, irrespective of the location of the meter. Under normal circumstances such point of delivery will be the corner of the lot nearest the Company's facilities. Each customer shall install, own and maintain an underground service line from the point of delivery of its building (In consideration thereof, a credit allowance equal to the Company's average installed cost for an overhead service or \$50.00, whichever is greater, has been included in calculating the applicant's charges as set forth elsewhere herein.) The customer's service line shall be brought by the customer to a point

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John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky

Executive Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
JANUARY 1, 2011
SECTION 9 (1)

TERMS AND CONDITIONS

Underground Electric Extension Rules for New Residential Subdivisions

within 1½ feet of the Company's transformer or service pedestal and a sufficient length of service conductor for termination at the transformer or service pedestal shall be left coiled above grade for completion of installation and connection by the Company.

11. If a particular residential subdivision does not meet the conditions set forth herein, underground distribution facilities may be installed provided the Applicant pays to the Company an amount equal to the difference between the Company's cost of installing its underground facilities and the estimated cost of installing equivalent overhead facilities which it would otherwise provide, subject to any other credits which may be applicable.

**PUBLIC SERVICE COMMISSION
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**Date Effective: December 14, 1993
July 20, 2004**


**Michael S. Beer, Vice President
Louisville, Kentucky**


Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

TERMS AND CONDITIONS

Plan for Reduction of Electric Usage During Times of Actual or Potential Fuel Shortages and During Times of Non-Fuel Emergencies Where the Demand for Electric Energy Potentially Exceeds LG&E's Ability to Supply Electric Energy

This Plan is established in recognition of the need for an orderly reduction of electric energy usage by LG&E's customers when LG&E's ability to supply the full normal requirements of such customers is limited or threatened by an actual or potential shortage of fuel for the production of electricity or when a non-fuel emergency reduces LG&E's ability to supply electricity.

- 1. APPLICABILITY.** This Plan is applicable throughout the Company's electric service area.
- 2. PRIORITY LEVELS.** For the purposes of this Plan, the following priority levels are established:

A. PRIORITY LEVEL I – ESSENTIAL HEALTH AND SAFETY USES. Usages considered essential to the public health and safety which are given special consideration under this Plan shall include:

- a. Hospitals.
- b. Police and fire stations.
- c. Governmental detention facilities.
- d. Communication services used for the transmittal of public information and emergency messages.
- e. Water, sewage and flood pumping facilities.
- f. Life support equipment, such as kidney machines, respirators, etc., used to sustain human life.
- g. National defense facilities.
- h. Transportation facilities used for mass transport of the public.
- i. Food and medicine processing facilities (does not include restaurants or retail food outlets).
- j. Energy services used for the production, transportation, or distribution of fuel supplies.
- k. Any other use of electricity vital to public health and safety as may subsequently be established by the Company, acting under the regulatory jurisdiction of the Commission.

B. PRIORITY LEVEL II – RESIDENTIAL USES. As used in this Plan, "residential uses" refers to electricity uses, not included in Priority Level I or IV, that are used to maintain human living quarters.

C. PRIORITY LEVEL III – COMMERCIAL AND INDUSTRIAL USES. As used in this Plan, commercial and industrial uses are defined as:

- a. "Commercial uses" refers to electricity uses not included in either Priority Levels I, II, or IV that are used primarily in the sale or offering of goods and services. Also included are institutions and local, state, and federal governmental agencies. Commercial uses of electricity for the maintenance of human living quarters, either permanent or temporary, shall be treated as residential for purposes of this Plan.

PUBLIC SERVICE COMMISSION
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SECTION 9 (1)

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Louisville, Kentucky

Executive Director

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TERMS AND CONDITIONS

Plan for Reduction of Electric Usage During Times of Actual or Potential Fuel Shortages and During Times of Non-Fuel Emergencies Where the Demand for Electric Energy Potentially Exceeds LG&E's Ability to Supply Electric Energy

- b. "Industrial uses" refers to electricity uses not included in either Priority Levels I, II, or IV that are used primarily in a process or processes which create or change raw or unfinished materials into another form or product.

D. PRIORITY LEVEL IV – NONESSENTIAL USES. As used in this Plan, "nonessential uses" shall mean all electricity uses not included in either Priority Levels I, II, or III and shall include, but not be limited to, the following:

- a. Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
- b. General interior lighting levels greater than minimum functional levels.
- c. Show-window and display lighting.
- d. Parking-lot lighting above minimum functional levels.
- e. Energy use to lower the temperature below 78 degrees during operation of cooling equipment and above 65 degrees during operation of heating equipment.
- f. Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.
- g. Energy use greater than that which is the minimum required for lighting, heating, or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.
- h. Any other use considered nonessential as may subsequently be established by the Company, acting under the regulatory jurisdiction of the Commission.

3. CURTAILMENT PROCEDURES. In general, instructions and directives with respect to the curtailment or reduction of usage will be issued through mass communications media. Additional notice may be given to large commercial and industrial customers by direct communication. LG&E will give as much notice of required levels of curtailment as practicable, but makes no commitment with respect to the length of notice period.

LG&E will seek the aid of all appropriate local and state governmental agencies in the enforcement of its directives, to ensure that such directives are observed by all customers to which they apply.

Essential health and safety uses listed in Priority Level I will be exempted from the curtailment requirements set forth below, but customers having such uses will be expected to reduce their usage as much as practicable, commensurate with the maintenance of such essential services.

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Issued By


Michael S. Beer, Vice President
Louisville, Kentucky

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OF KENTUCKY
EFFECTIVE
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PURSUANT TO 807 KAR 5:011

**SECTION 9(1)
Date Effective: April 14, 1996**

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Executive Director

TERMS AND CONDITIONS

Plan for Reduction of Electric Usage During Times of Actual or Potential Fuel Shortages and During Times of Non-Fuel Emergencies Where the Demand for Electric Energy Potentially Exceeds LG&E's Ability to Supply Electric Energy

Curtailment will be implemented as required by circumstances. LG&E will determine, based on the circumstances, the degree of curtailment necessary to protect the integrity of its system and Priority I uses.

4. CURTAILMENT DUE TO FUEL SHORTAGES. Curtailment will be implemented when, in LG&E's judgment, circumstances exist that threaten its fuel supply in such a way as to call into question LG&E's ability to meet its future requirements for electric energy, including, but not limited to, labor actions, mine disasters, and disruption in the modes of transportation. The degree of curtailment will be determined after considering the seriousness of the circumstances prompting its implementation. LG&E will initiate the following actions to curtail uses of electricity in the event of fuel shortages:

1. The following actions may be initiated concurrently or in any order depending upon conditions present at the time.
 - a. Purchase off-system power as appropriate.
 - b. Reduce LG&E's own uses of electric energy in offices, plants, and other facilities to the extent practical.
 - c. Discontinue all non-firm off-system sales except emergency energy transactions where such energy can be returned within reasonable time periods.
 - d. Curtail interruptible customers.
2. The following actions may be initiated concurrently or in any order depending upon conditions present at the time.
 - a. Utilize generation facilities fired by secondary fuels to the extent such fuels are available.
 - b. Urge all customers to voluntarily conserve electric energy.
3. Discontinue all firm off-system sales.
4. Direct all customers with Priority IV uses to reduce or discontinue those uses of electric energy.
5. Seek approval from appropriate environmental authority to discontinue operation of SDRS systems.
6. Direct all customers with Priority III uses to reduce or discontinue those uses of electric energy.

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7. Direct all customers with Priority II uses to reduce or discontinue those uses of electric energy.
8. Implement procedures for interruption of selected distribution circuits on a rotational basis.

5. TERMINATION OF CURTAILMENT DUE TO FUEL SHORTAGE. Curtailment and other measures implemented pursuant to this Plan shall be terminated when (a) normal fuel deliveries have been resumed and there is evidence deliveries will continue indefinitely, and (b) there is reasonable assurance that fuel deliveries are sufficient for normal burn requirements and for restoration of fuel inventories to adequate levels within a reasonable period of time.

6. NON-FUEL EMERGENCIES WHERE LG&E MAY NOT BE ABLE TO SUPPLY THE DEMAND FOR ELECTRICITY. In the event that conditions on LG&E's system threaten its ability to supply the demand for electric energy, LG&E would initiate the following curtailment steps in order to protect system integrity and high priority uses.

1. The following actions may be initiated concurrently or in any order depending upon conditions present at the time.
 - a. Purchase Off-System Power as appropriate.
 - b. Discontinue all non-firm off-system sales except emergency energy transactions where such energy can be returned within reasonable time periods.
 - c. Reduce LG&E's own uses of electric energy in offices, plants, and other facilities to the extent possible.
 - d. Curtail interruptible customers.
 - e. Utilize generation facilities fired by secondary fuels to the extent such fuels are available.
2. Discontinue all firm off-system sales.
3. The following actions may be initiated concurrently or in any order depending upon conditions present at the time.
 - a. Urge all customers to voluntarily conserve electric energy.
 - b. Direct all customers with Priority IV uses to reduce or discontinue those uses of electric energy.

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4. Seek approval from appropriate environmental authority to discontinue operation of SDRS systems.
5. Direct all customers with Priority III uses to reduce or discontinue those uses of electric energy.
6. Direct all customers with Priority II uses to reduce or discontinue those uses of electric energy.
7. Implement procedures for interruption of selected distribution circuits on a rotational basis.

When the frequency on LG&E's system deteriorates below ECAR specified parameters, due to a condition on, either, LG&E's system or the interconnected grid, circuit breakers will automatically interrupt selected circuits. As a result, depending upon the emergency, this event may occur first. However, automatic interruption of load is not deployed on circuits that would affect Priority I uses.

7. TERMINATION OF CURTAILMENT DUE TO NON-FUEL EMERGENCIES.

Curtailement and other measures implemented associated with this plan shall be terminated when system operating conditions indicate that LG&E can reasonably expect to supply future electric energy requirements without further jeopardizing system integrity or high priority uses.

8. **COMPLIANCE.** To the extent practicable, LG&E proposes to monitor compliance with its directives issued pursuant to these rules. A customer found not to be in compliance during a fuel shortage would be warned to reduce usage or face, upon continuing non-compliance and upon one day's written notice, disconnection of electric service for the duration of the emergency. A customer found not to be in compliance during a non-fuel emergency may have its electric service disconnected without prior written notification. Customers not in compliance may be charged \$.50 for each Kilowatt hour used in violation of a curtailment directive. This charge will be applied only to measurable usage that exceeds the amount allowed to be consumed by the customer under the relevant curtailment directive.

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